



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 16, 2019

(b) (6)
Office of State Defense Integration
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (4) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of (b) (6), U.S. Navy (Retired). (b) (6) requests approval to serve as a consultant, through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, for the government of Oman in the economic development of the port of Duqm. In that role, (b) (6) will advise on the acquisition of investment, and the development of the port, including potential use by the U.S. military. For his services, he expects to be paid less than (b) (4), over the course of the prospective engagement; however, GAA expects to be paid a fee of \$ (b) (4), (b) (6).

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-0007.

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. FGE Request Package,
(b) (6), USN (ret)

6 Sep 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (5), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) (b) (5), USN (ret) Request for Approval of Foreign Government Employment and Questionnaire dtd 14 Jun 2019 with attachments

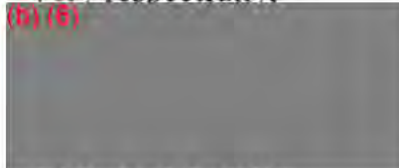
1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The request is for approval for (b) (5), through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the government of Oman in the economic development of the port of Duqm. In that role, (b) (6) will advise on the acquisition of investment, and the development of the port, including potential use by the U.S. military. For his services, he expects to be paid less than \$(b) (4), over the course of the prospective engagement; however, GAA expects to be paid a fee of (b) (4), (b) (6).
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.
5. Using the criteria established by SECNAV in reference (b), the employment (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (5), USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (5)



CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: [Signature] 12/1/19

Disapproved: _____



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

14 June 2019

From: (b) (6), U.S. Navy (Retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT (FGE) APPROVAL

Encl: (1) FGE Questionnaire
(2) SF 312

1. Admiral, this letter requests permission to enter a services contract with the Special Economic Zone Authority of Duqm (SEZAD), an entity of the government of Oman through my consulting firm.

2. I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a services contract by the SEZAD for advice and assistance in advancing economic development at the Port of Duqm, Oman. The proposed engagement is designed to assist Oman in developing the large and complex Special Economic Zone at Duqm in order to diversify the current economic dependence of Oman on oil and gas for the majority of its revenue. The proposed engagement, which is a direct result of the recently signed U.S.-Oman Strategic Framework Agreement (24 March 2019), would provide support to SEZAD in acquiring investment and development to implement economic objectives.

Concurrently, GAA will offer suggestions regarding potential use of industrial and supply facilities at Duqm by U.S. military forces. Additionally, GAA intends to evaluate potential military training sites in proximity to the Duqm complex. These potential proposals would be in direct support to the Strategic Agreement, which outlined the expansion of the long-standing bilateral U.S.-Oman partnership and which discussed expansion of U.S. access to Oman ports and facilities. There will be no discussion nor activity of a classified nature in connection with this proposed engagement.

3. Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing of an assessment of the SEZAD outline, help with the development of a customized strategic plan for the acquisition of investments and project identification to execute the vision of the Omani planners. GAA and SEZAD have yet to agree on the scope and cost for this project. However, a fee of approximately \$(b) (4) USD has been proposed for a one-year undertaking. Additional administrative fees will be added, as required (travel, lodging, translation fees, 1099 hires, etc.). At this time, it is unclear how much I will be compensated for this proposed engagement, but it is not likely that over the term of the proposed engagement, my compensation will exceed \$(b) (4) USD.

1



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

4. Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.
5. I completed approximately 41 years of naval service, and held a TS/SBI (Special Access) security clearance.

Very respectfully,

(b) (6)

Principal,
Global Alliance Advisors, LLC

Foreign Government Employment Questionnaire

(Revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Mailing address (if different from physical):

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

Status: Military Retirement Date (if applicable):

1 May 2008

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

SSN (last four digits):

XXX-XX-XXXX

Are you a U.S. citizen?

YES

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Alexandria, VA, USA

2. Who is your proposed employer and how are they connected to a foreign government?

I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked by the Special Economic Zone Authority of Duqm (SEZAD) on behalf of the Ministry of Transport and Communications of the Sultanate of Oman, to propose a services contract for advice and assistance regarding investment in and the development of the Port of Duqm and related economic activities. The proposed engagement is designed to assist Oman in diversifying from the current reliance on oil and gas as the prime sector of the economy. GAA would also advise SEZAD about use of the port facilities by U.S. Navy activities.

Other members of GAA are retired military officers and are also seeking FGE approval for the proposed engagement.

3. What is your proposed job title?

Consultant.

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

The proposed engagement, which may last as long as one year, will focus on developing an investment strategy and advising the SEZAD authority about development proposals to expand the scope and scale of Oman's activities in and around the Port of Duqm and to consider ways to attract investors and entrepreneurs to establish high tech manufacturing and service industries. The majority of the envisioned activity will be non-military, but there appear to be particularly useful military opportunities to include logistic support and training. No classified discussions nor activity will be part of this proposed engagement.

Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of SEZAD activity to help with their development of a customized strategic plan for maximizing the economic potential of the Duqm project, provide advice on investment and partnership opportunities and oversee the implementation of a phased plan to execute the agreed upon strategy.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

GAA and SEZAD officials have yet to agree on the scope and compensation for this project. However, a fee of \$(b) (5) USD has been proposed. Additional monies will be added to reimburse the cost of required travel, lodging, translation, additional personnel hires, etc. In any event, all receipts from the contract will be retained within the company's accounts for the foreseeable future to be applied to the employment of necessary subject matter personnel for the project. At this time, it is unclear how much I will be compensated for this proposed engagement, but it is not likely that over the term of the proposed engagement, my compensation would exceed \$(b) (4) USD.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

7. What is the highest U.S. security clearance that you have held?

TS/SBI

8. What is the highest level of classified material to which you have been granted access?

TS/SBI (Special Access)

9. Have you had access to Special Access Programs?

YES

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, I was Commander USCENTCOM in 2007-8. I interacted with the ruler of the country, HM Sultan Qaboos, and with the Foreign and Defense Ministers and former Chief of the Military on a regular basis in the course of my duties.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, as Commander USCENTCOM, my duties involved international engagement with military and civilian leaders in countries throughout the Middle East, including Oman.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment. (Please review End Notes Prior to Answering)

No, GAA does not intend to provide a defense service or brokering in relation to the services contract with the SEZAD. However, GAA maintains an active registration with the Office of Defense Trade Controls Compliance.

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO. Not applicable.

Additional Information (if applicable):

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

14 June 2019

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SI	(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
		02/26/2018	(b) (6)
ON		NT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE	

Global Alliance Advisors, LLC
901 15th Street NW
Washington, DC 20005

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE 2/26/18	SIGN (b) (6)	DATE 01 Mar 18
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS / (Type or print)	
(b) (6)		(b) (6), JAGC, USN Asst Legal Counsel CNF Legal 701 S Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing

SIGNATURE OF EMPLOYEE	(b) (6)	DATE	3/1/2018
NAME OF WITNESS (Type or print)	(b) (6)		

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 16, 2019

(b) (6)
Office of State Defense Integration
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of (b) (6), U.S. Navy (Retired). (b) (6) requests approval to serve as a consultant, through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, for the government of Oman in the economic development of the port of Duqm. In that role, (b) (6) will advise on the acquisition of investment, and the development of the port, including potential use by the U.S. military. For his services, he expects to be paid less than \$(b) (4) over the course of the prospective engagement; however, GAA expects to be paid a fee of \$(b) (4), (b) (6).

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,
(b) (6)

CDR, JAGC, USN

Enclosure: 1. FGE Request Package,
(b) (6) USN (ret)

6 Sep 2019

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 1994
(d) DoDI 1320.04 of 3 Jan 2014

Encl: (1) (b) (6), USN (ret) Request for Approval of Foreign Government Employment and Questionnaire dtd 20 Jun 2019 with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The request is for approval for (b) (6), through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the government of Oman in the economic development of the port of Duqm. In that role, (b) (6) will advise on the acquisition of investment, and the development of the port, including potential use by the U.S. military. For his services, he expects to be paid less than \$(b) (4) over the course of the prospective engagement; however, GAA expects to be paid a fee of (b) (4), (b) (6).

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. A review of the requestor's electronic personnel file did not identify any adverse or reportable information as defined by reference (d). A review of the requestor's JPAS records did not identify any security clearance incident reports.

5. Using the criteria established by SECNAV in reference (b), the employment (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved:  12/7/19

Disapproved: _____



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

20 June 2019

From: (b) (6) U.S. Navy (Retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT (FGE) APPROVAL

Encl: (1) FGE Questionnaire
(2) SF 312

1. Admiral, this letter requests permission to enter a services contract with the Special Economic Zone Authority of Duqm (SEZAD), an entity of the government of Oman through my consulting firm.

2. I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a services contract by the SEZAD for advice and assistance in advancing economic development at the Port of Duqm, Oman. The proposed engagement is designed to assist Oman in developing the large and complex Special Economic Zone at Duqm in order to diversify the current economic dependence of Oman on oil and gas for the majority of its revenue. The proposed engagement, which is a direct result of the recently signed U.S.-Oman Strategic Framework Agreement (24 March 2019), would provide support to SEZAD in acquiring investment and development to implement economic objectives. Concurrently, GAA will offer suggestions regarding potential use of industrial and supply facilities at Duqm by U.S. military forces. Additionally, GAA intends to evaluate potential military training sites in proximity to the Duqm complex. These potential proposals would be in direct support to the Strategic Agreement, which outlined the expansion of the long-standing bilateral U.S.-Oman partnership and which discussed expansion of U.S. access to Oman ports and facilities. There will be no discussion nor activity of a classified nature in connection with this proposed engagement.

3. Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing of an assessment of the SEZAD outline, help with the development of a customized strategic plan for the acquisition of investments and project identification to execute the vision of the Omani planners. GAA and SEZAD have yet to agree on the scope and cost for this project. However, a fee of approximately \$(b) (6) USD has been proposed for a one-year undertaking. Additional administrative fees will be added, as required (travel, lodging, translation fees, 1099 hires, etc.). At this time, it is unclear how much I will be compensated for this proposed engagement, but it is not likely that over the term of the proposed engagement, my compensation will exceed \$(b) (6) USD.



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

4. Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.

5. I completed approximately 36 years of naval service, and held a TS/SBI (Special Access) security clearance.

Very respectfully,

(b) (6)



Principal,
Global Alliance Advisors, LLC

Foreign Government Employment Questionnaire

(Revised 1 Aug 18)

Section 1-Applicant Data

Name: (last, first, middle initial) (b) (5)

Physical address (include mailing if different): 909 N Washington Street
Suite 710
Alexandria, VA 22314

Mailing address (If different from physical): (b) (5)

Phone: (b) (5)

Email: (b) (5) @gmail.com

Status: Military Retirement Date (if applicable): 1 November 2015
or Current Navy Reserve EOS Date: N/A

Rank/Rate (at Retirement or current Reserve): (b) (5)

SSN (last four digits): XXX-XX-(b) (5)

Are you a U.S. citizen? YES

Section 2-Questionnaire

1. Location of proposed employment: (City, Country)

Alexandria, VA, USA

2. Who is your proposed employer and how are they connected to a foreign government?

I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked by the Special Economic Zone Authority of Duqm (SEZAD) on behalf of the Ministry of Transport and Communications of the Sultanate of Oman, to propose a services contract for advice and assistance regarding investment in and the development of the Port of Duqm and related economic activities. The proposed engagement is designed to assist Oman in diversifying from the current reliance on oil and gas as the prime sector of the economy. GAA would also advise SEZAD about use of the port facilities by U.S. Navy activities.

Other members of GAA are retired military officers and are also seeking FGE approval for the proposed engagement.

3. What is your proposed job title?

Consultant.

4. What will your specific job duties involve? What specific expertise/knowledge will you be expected to provide during your foreign employment? (Please attach job description if available).

The proposed engagement, which may last as long as one year, will focus on developing an investment strategy and advising the SEZAD authority about development proposals to expand the scope and scale of Oman's activities in and around the Port of Duqm and to consider ways to attract investors and entrepreneurs to establish high tech manufacturing and service industries. The majority of the envisioned activity will be non-military, but there appear to be particularly useful military opportunities to include logistic support and training. No classified discussions nor activity will be part of this proposed engagement.

Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of SEZAD activity to help with their development of a customized strategic plan for maximizing the economic potential of the Duqm project, provide advice on investment and partnership opportunities and oversee the implementation of a phased plan to execute the agreed upon strategy.

5. What compensation and benefits will you receive (pay, allowances, honors, awards, consultation fees, partnership distributions, ownership interests, transportation, lodging, food, etc.) for your services? Will your compensation and benefits be determined or influenced by the foreign government with which you are working?

GAA and SEZAD officials have yet to agree on the scope and compensation for this project. However, a fee of \$(b) (4), USD has been proposed. Additional monies will be added to reimburse the cost of required travel, lodging, translation, additional personnel hires, etc. In any event, all receipts from the contract will be retained within the company's accounts for the foreseeable future to be applied to the employment of necessary subject matter personnel for the project. At this time, it is unclear how much I will be compensated for this proposed engagement, but it is not likely that over the term of the proposed engagement, my compensation would not exceed \$(b) (4), USD.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

7. What is the highest U.S. security clearance that you have held?

TS/SBI

8. What is the highest level of classified material to which you have been granted access?

TS/SBI (Special Access)

9. Have you had access to Special Access Programs?

YES

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, I was Commander of NAVCENT from 2012-15. I interacted with the Foreign and Defense Ministers of the country.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, as Commander NAVCENT, my duties involved international engagement with military and civilian leaders in countries throughout the Middle East, including Oman.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment. (Please review End Notes Prior to Answering)

No, GAA does not intend to provide a defense service or brokering in relation to the services contract with the SEZAD. However, GAA maintains an active registration with the Office of Defense Trade Controls Compliance.

14. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO. Not applicable.

Additional Information (if applicable):

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

6/20/2019

Date



UNCLASSIFIED//PRIVACY ACT//

DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

5520
Ser NIAARL 19-140
6 Nov 2019

MEMORANDUM

From: Special Security Officer, RSSO Arlington
To: Chief of Naval Operations, N1

Subj: FOREIGN GOVERNMENT EMPLOYMENT ICO: (b) (6), (USN-
RETIRED)

Ref: (a) JPAS Verification of 2 Apr 2019
(b) Foreign Government Employment Questionnaire
(c) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments

1. (b) (6) (USN-retired) is an employee of Global Alliance Advisors, LLC a US Company based in Virginia. GAA, LLC has been asked to provide consulting services to Oman in their development of the large complex "Special Economic Zone at Duqm" (SEZAD). Access to classified information is not a requirement to support this effort.

2. (U) A U.S. company is considered under Foreign Ownership, Control, or Influence" ("FOCI") FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities,...." Additionally, a U.S. company is determined to be under "FOCI" is ineligible for a Facility Clearance (FCL) unless and until security measures have been put in place to negate or mitigate "FOCI".

3. (U) The Constitution prohibits retired military personnel (officer and enlisted) from working for foreign governments without Congressional consent – but goes onto say – they may work as independent consultants to foreign governments. Under this criteria he may work as an independent consultant.

4. (U) (b) (6)'s US Government security clearance indicates that he has a current and active SCI Eligibility based off a PPR of 2013-06-13.

5. His intended employment with Oman in support of SEZAD poses low risk to National Intelligence.

6. Point of contact at Regional Special Security Office Arlington is (b) (6),
Comm: (b) (6).

11/6/2019

X

(b) (6)

(b) (6)

Naval Intelligence Activity SSO, By direction

Signed by: (b) (6)

Copy to:
Files



DEPARTMENT OF THE NAVY
HEADQUARTERS
NAVAL CRIMINAL INVESTIGATIVE SERVICE
27130 TELEGRAPH ROAD
QUANTICO VA 22134-2253

8 August 2019

MEMORANDUM

FROM: Naval Criminal Investigative Service (NCIS)
Multiple Threat Alert Center (MTAC)
27130 Telegraph Road
Quantico, VA 22134-2253

SUBJECT: Counterintelligence Employment Review

1. NCIS MTAC completed a counterintelligence review related to the prospective employment by foreign government agencies of (b) (6) and assessed no known threats/concerns associated with any of their proposed employment.
2. If further assistance is required, please contact me at (b) (6) or by email at (b) (6)@ncis.navy.mil.

(b) (6)

CFIUS Support Analyst
Multiple Threat Alert Center

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 3/1/2018	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
----------------------	------------------	--

ORGANIZATION (If CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Global Alliance Advisors, LLC
901 15th Street NW, Suite 250
Washington, DC 20005

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 3/1/2018	SIGNATURE (b) (6)	DATE 1 Mar/18
NAME (b) (6)		NAME (b) (6) JAGC, USW ASST. Legal Counsel I CNP Legal 701 S. Courthouse Rd Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~(have)~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 3/1/2018
NAME OF WITNESS (Type or print) (b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
April 12, 2018

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of (b) (6) U.S. Navy (Retired). The request is for permission to accept travel expenses from the Kingdom of Bahrain for (b) (6) and his wife to attend an event on 30 Apr 2018 at which American citizens in Bahrain will have an audience with the King. (b) (6) was invited to attend as a special guest given that he was formerly Commander, U.S. Naval Forces, Central Command and formerly Commander, FIFTH Fleet. This event is being coordinated through the U.S. Embassy in Bahrain.

I note that this request is extremely time-sensitive and that I have been advised that the U.S. Ambassador will be contacting your office to request special consideration.

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package,
(b) (6), USN (ret)

11 Apr 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A
FOREIGN GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Scr 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for Foreign Employment and
Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The request is for permission to accept travel expenses from the Kingdom of Bahrain for (b) (6) and his wife to attend an event on 30 Apr 2018 at which American citizens in Bahrain will have an audience with the King. (b) (6) was invited to attend as a special guest given that he was formerly Commander, U.S. Naval Forces, Central Command and formerly Commander, FIFTH Fleet. This event is being coordinated through the U.S. Embassy in Bahrain.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This request does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), this opportunity will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: RG 4/2/18

Disapproved: _____

April 10, 2018

From: (b) (6), U. S. Navy (Ret.)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Government of Bahrain as a Guest of the King at a special commemoration of the U.S. – Bahrain relationship.
2. This request is solely to request acceptance of travel and lodging costs in conjunction with the event scheduled for April 30, 2018. The U. S. Ambassador to Bahrain, Ambassador Justin H. Siberell has asked that I attend as a "special guest" based on my role in standing up the FIFTH Fleet in 1995 (see attached e-mail).
3. I served on active duty from 1962 (USNA) through retirement on 31 August, 1998. My highest security clearance was Top Secret/ SCI.
4. I currently serve on the Director of National Intelligence's Senior Advisory Group with TS/SCI clearance. This foreign travel has been cleared with the DNI Security Staff.

*Appreciate your
help on this
short notice
trips*

*Sir - it is
my pleasure.
Best of luck to
you. V/r,*

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (5)

Physical address (include mailing if different): (b) (5)

Phone: (b) (5) (cell phone, pls. protect) Email: (b) (5) .org

Status: Military Retirement Date (if applicable): _ August 31, 1998 _
or Current Navy Reserve EOS Date: _____

Rank/Rate (at Retirement or current Reserve): (b) (5)

Are you a U.S. citizen? Yes ~~or~~ No SSN (last four digits): XXX-XX-(b) (5)

Location of proposed employment: (City, Country) _ Manama, Bahrain _

1. Who is your proposed employer and how are they connected to a foreign government?

No employment. Have been invited by the King, through the U. S. Ambassador to the Kingdom of Bahrain, to attend as a "special guest" (founding Commander of FIFTH Fleet) an audience with the King celebrating the U. S. Bahrain relationship.

2. What is your proposed job title?

"Guest"

3. What will your specific job duties involve? (If a job description is available, please attach).

No duties. Will attend an event with the King as laid out in an e-mail from Ambassador Justin H. Siberell dated Sunday, April 08, 2018 (copy attached)

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

No wages. Per Ambassador Siberell, the Bahraini Government will cover cost of travel and lodging.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Absolutely NOT!

6. What is the highest U.S. security clearance that you have held?

TS/SCI in military and as Director of the National Counterterrorism Center. FYI, I currently serve as a member of the Director of National Intelligence's Senior Advisory Group and the National Counterterrorism Center Director's Advisory Board (both pro-bono) with active clearance.

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. I served as Commander, U.S. Naval Forces, Central Command, and the first Commander of FIFTH Fleet (1994-96). Many of my duties (including Military Assistant and Chief of Staff to the Undersecretary of Defense for Policy, Assistant DCNO for PPO (N-3/5B) and Director of Strategic Plans and Policy (DJ-5) on the Joint Staff) dealt with the Middle East, occasionally including Bahrain.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No employment. Only a guest as explained above.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

No / Not Applicable.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

____April 10, 2018____

Date

(b) (5)

From: Siberell, Justin H <SiberellJH@state.gov>
Sent: Sunday, April 08, 2018 02:54 AM
To: (b) (5) .org
Cc: (b) (5)
Subject: Travel to Bahrain for American Citizen Reception with King Hamad

Follow Up Flag: Follow up
Flag Status: Flagged

(b) (5) USN (ret)

Dear (b) (5),

Hello from Manama, Bahrain. I am the U.S. Ambassador here.

I am writing to ask whether you would be interested in traveling to Manama, Bahrain to participate in an event for the American community in Bahrain with King Hamad.

The King has offered an audience to the American community in Bahrain. He conveyed this request to me personally in March during the visit of Secretary of Defense Mattis. Since then, our Embassy has been working with the King's Protocol office on the details. We will be assembling roughly 150 American citizens resident in Bahrain to call on the King at his palace on Monday, April 30. There will be a short audience with the King, with speeches highlighting the strong bonds of friendship between the American and Bahraini people, followed by a gift presentation and a reception.

We would like to include in our delegation a small number of special guests – individuals who have had an important role in the American community in Bahrain historically or who symbolize in some form the close association of our two countries. There are few relationships that resonate as strongly with the Government of Bahrain and the King personally than that enjoyed with the U.S. Navy. As you likely are aware, since your leadership of Navcent and the 5th Fleet, our navy presence has grown considerably in Bahrain to more than 8,000 sailors, marines and dependents. Your association with the evolution and growth of our military partnership with Bahrain will be a wonderful addition to our delegation. I hope that you and your spouse will be able to participate as special guests.

The King's protocol office has offered support for the cost of air travel and accommodation for special guests. My colleague (b) (5) (cc'd here) is leading our effort to prepare for the event, and can provide additional details.

I hope you will be able to join us for this exciting event.

Sincerely,

Justin Siberell

Justin Siberell, Ambassador
U.S. Embassy Manama, Kingdom of Bahrain



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
April 3, 2018

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of (b) (6) U.S. Navy (Retired). The request is for approval for (b) (6) through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the Qatari government. In this role, he would provide advice regarding the strategic development of Qatar's Armed Forces. The scope and terms of the proposed services contract between GAA and the Qatari government are still being discussed; however, for his services, (b) (6) expects to be compensated in excess of \$ (b) (6) USD over the life of the project.

I note that several other owners of GAA have applied for FGE approval in connection with this project, and that all of these FGE requests must be approved before GAA can proceed.

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
(b) (6), USN (ret)

5 Mar 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for (b) (6), through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the Qatari government. In this role, he would provide advice regarding the strategic development of Qatar's Armed Forces. The scope and terms of the proposed services contract between GAA and the Qatari government are still being discussed; however, for his services, (b) (6) expects to be compensated in excess of \$(b) (6) USD over the life of the project.
3. Several other part owners of GAA are retired military officers, including three other retired naval officers, and are also seeking FGE approval for this opportunity with the Qatari government.
4. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
5. Using the criteria established by SECNAV in reference (b), the employment (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) (b) (7)(C), USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)



CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: _____

AK 3/26/18

Disapproved: _____



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

1 March 2018

From: (b) (6), U.S. Navy (Retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT (FGE) APPROVAL
FOR PROPOSED QATARI STRATEGIC MILITARY ENGAGEMENT

Encl: (1) FGE Questionnaire
(2) SF 312

1. Admiral, this letter requests permission to enter a "services contract" with the Qatari government through my consulting firm.
2. I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a services contract by the Office of the Defense Attaché of the State of Qatar in the United States, on behalf of the Qatari Minister of Defense (MOD), for advice and possible mentoring related to the strategic development of Qatar's Armed Forces capacity and capabilities. The proposed engagement is designed to assist Qatar in building upon the general areas identified as "for improvement" in the military portions of the very recent, first-ever U.S.-Qatar Strategic Dialogue. The proposed engagement, which may last as long as three years, will focus on developing a customized strategy for enhancing existing, and possibly new, Qatari military organizations, policies, procedures and resources, as well as on assisting in the implementation of an agreed-upon plan designed to ensure that Qatar can meet its security goals.
3. Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of Qatar's military capabilities, help with the development of a customized strategic plan for ensuring Qatar's military capabilities and capacities can meet its defense goals, provide advice on the MOD's role within a broader national security framework, and oversee the implementation of a phased plan executing the agreed-upon strategy. GAA and the MOD have yet to agree on the scope and cost for this project. However, a fee of approximately \$(b) (6) USD has been proposed for a three-year project. Additional administrative fees will be added, as required (travel, lodging, translation fees, 1099 hires, etc.). At this time, it is unclear how much I will be compensated for this proposed engagement, but it is likely that over the term of the proposed engagement, my compensation will exceed \$(b) (6) USD.
4. Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

5. I completed approximately 41 years of naval service, and held a TS/SBI (Special Access) security clearance.

Very respectfully,

(b) (6)

(b) (6)

Principal,
Global Alliance Advisors, LLC

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

Physical address:

(b) (6)

Mailing address:

Phone: (b) (6)

Email: (b) (6) .com

Status: Military Retirement Date (if applicable):

1 May 2008

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen? Yes

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: (City, Country)

Washington, DC

1. Who is your proposed employer and how are they connected to a foreign government?

I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a "services contract" by the Office of the Defense Attaché of the State of Qatar in the United States, on behalf of the Qatari Minister of Defense (MOD), for advice and possible mentoring related to the strategic development of Qatar's Armed Forces capacity and capabilities. The proposed engagement is designed to assist Qatar in building upon the general areas identified as "for improvement" in the military portions of the very recent, first-ever U.S.-Qatar Strategic Dialogue.

Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.

2. What is your proposed job title?

Consultant.

3. What will your specific job duties involve? (If a job description is available, please attach).

The proposed engagement, which may last as long as three years, will focus on developing a customized strategy for enhancing existing, and possibly new, Qatari military organizations, policies, procedures and

resources, as well as on assisting in the implementation of an agreed-upon plan designed to ensure that Qatar can meet its security goals. The program will include assistance in acquisition planning, including consideration of the Qatari military's ability to integrate or operate with the U.S. A key aspect of our acquisition help will be to sensitize the MOD to the need for an acquisition strategy that considers the impact of non-U.S. purchases on Qatar's eligibility to buy (or operate with) advanced U.S. technology. In addition, GAA has been asked to provide guidance on the MOD's role within Qatar's larger defense framework in responding to non-military national crises and to facilitate a Qatari whole-of-government crisis response.

Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of Qatar's military capabilities, help with the development of a customized strategic plan for ensuring Qatar's military capabilities and capacities can meet its defense goals, provide advice on the MOD's role within a broader national security framework, and oversee the implementation of a phased plan executing the agreed-upon strategy.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

GAA and the MOD have yet to agree on the scope and compensation for this project. However, a fee of approximately (b) (4), (b) (5) USD has been proposed for the three-year project. Additional monies will be added to reimburse the cost of required travel, lodging, translation, additional personnel hires, etc. In any event, all receipts from the contract will be retained within the company's accounts for the foreseeable future to be applied to the employment of necessary subject matter personnel for the project. At this time, it is unclear how much I will be compensated for this proposed engagement, but it is likely that over the term of the proposed engagement, my compensation will exceed \$(b) (4), (b) (5) USD.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

6. What is the highest U.S. security clearance that you have held?

TS/SBI

7. What is the highest level of classified material to which you have been granted access?

TS/SBI (Special Access)

8. Have you had access to Special Access Programs?

YES

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, I was Commander USCENTCOM in 2007-8 and had my forward Headquarters in Qatar. I also interacted with the previous ruler of the country (Sheikh Hamad) as well as the Foreign and Defense Ministers and former Chief of the Military on a regular basis in the course of my duties.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, as Commander USCENTCOM, my duties involved international engagement with military and civilian leaders in countries throughout the Middle East, including Qatar.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

NO

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

[Handwritten Signature]

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8-H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.		
(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	02/26/2018	(b) (6)
OR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE		

Global Alliance Advisors, LLC
901 15th Street NW
Washington, DC 20005

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (5)	DATE 2/26/18	(b) (6)	DATE 01 Mar 18
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	
(b) (5)		(b) (6) SAGC, USN Asst. Legal Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
(b) (5)	2/1/2018
NAME OF WITNESS (Type or print)	
(b) (5)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies advise the public of the collection, use, and dissemination of their information, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
April 3, 2018

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment (FGE) request of (b) (6), U.S. Navy (Retired). The request is for approval for (b) (6), through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the Qatari government. In this role, he would provide advice regarding the strategic development of Qatar's Armed Forces. The scope and terms of the proposed services contract between GAA and the Qatari government are still being discussed; however, for his services, (b) (6) expects to be compensated in excess of (b) (6) USD over the life of the project.

I note that several other owners of GAA have applied for FGE approval in connection with this project, and that all of these FGE requests must be approved before GAA can proceed.

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
(b) (6), USN (ret)

5 Mar 2018

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for (b) (6), through the consulting firm Global Alliance Advisors (GAA) of which he is a part owner, to serve as a consultant for the Qatari government. In this role, he would provide advice regarding the strategic development of Qatar's Armed Forces. The scope and terms of the proposed services contract between GAA and the Qatari government are still being discussed; however, for his services, (b) (6) expects to be compensated in excess of \$(b) (6) USD over the life of the project.
3. Several other part owners of GAA are retired military officers, including three other retired naval officers, and are also seeking FGE approval for this opportunity with the Qatari government.
4. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
5. Using the criteria established by SECNAV in reference (b), the employment (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

6. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 3/28/18

Disapproved: _____



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

1 March 2018

From: (b) (6), Vice Admiral, U.S. Navy (Retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT (FGE) APPROVAL
FOR PROPOSED QATARI STRATEGIC MILITARY ENGAGEMENT

Encl: (1) FGE Questionnaire
(2) SF 312

1. Admiral, this letter requests permission to enter a "services contract" with the Qatari government through my consulting firm.
2. I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a services contract by the Office of the Defense Attaché of the State of Qatar in the United States, on behalf of the Qatari Minister of Defense (MOD), for advice and possible mentoring related to the strategic development of Qatar's Armed Forces capacity and capabilities. The proposed engagement is designed to assist Qatar in building upon the general areas identified as "for improvement" in the military portions of the very recent, first-ever U.S-Qatar Strategic Dialogue. The proposed engagement, which may last as long as three years, will focus on developing a customized strategy for enhancing existing, and possibly new, Qatari military organizations, policies, procedures and resources, as well as on assisting in the implementation of an agreed-upon plan designed to ensure that Qatar can meet its security goals.
3. Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of Qatar's military capabilities, help with the development of a customized strategic plan for ensuring Qatar's military capabilities and capacities can meet its defense goals, provide advice on the MOD's role within a broader national security framework, and oversee the implementation of a phased plan executing the agreed-upon strategy. GAA and the MOD have yet to agree on the scope and cost for this project. However, a fee of approximately \$(b) (6) USD has been proposed for a three-year project. Additional administrative fees will be added, as required (travel, lodging, translation fees, 1099 hires, etc.). At this time, it is unclear how much I will be compensated for this proposed engagement, but it is likely that over the term of the proposed engagement, my compensation will exceed \$(b) (6) USD.
4. Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.

901 15th Street NW, Suite 250, Washington, DC 20005

Inquiry@globalallianceadvisorsllc.com | 571.289.9813 | www.globalallianceadvisorsllc.com



GLOBAL ALLIANCE ADVISORS

WASHINGTON, DC

5. I completed approximately 36 years of naval service, and held a TS/SBI (Special Access) security clearance.

Very respectfully,

(b) (6)

(b) (6)

Principal,
Global Alliance Advisors, LLC

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

Physical address:

(b) (6)

Mailing address:

(b) (6)

Phone: (b) (6)

Email: (b) (6) @globalallianceadvisorsllc.com

Status: Military Retirement Date (if applicable):

1 November 2015

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: (City, Country)

Washington, DC

1. Who is your proposed employer and how are they connected to a foreign government?

I am one of six owners of Global Alliance Advisors, LLC (GAA), a Virginia limited liability company, which has been asked to propose a "services contract" by the Office of the Defense Attaché of the State of Qatar in the United States, on behalf of the Qatari Minister of Defense (MOD), for advice and possible mentoring related to the strategic development of Qatar's Armed Forces capacity and capabilities. The proposed engagement is designed to assist Qatar in building upon the general areas identified as "for improvement" in the military portions of the very recent, first-ever U.S-Qatar Strategic Dialogue.

Other members of GAA are retired military officers and are also seeking FGE approval for this proposed engagement.

2. What is your proposed job title?

Consultant.

3. What will your specific job duties involve? (If a job description is available, please attach).

The proposed engagement, which may last as long as three years, will focus on developing a customized strategy for enhancing existing, and possibly new, Qatari military organizations, policies, procedures and

resources, as well as on assisting in the implementation of an agreed-upon plan designed to ensure that Qatar can meet its security goals. The program will include assistance in acquisition planning, including consideration of the Qatari military's ability to integrate or operate with the U.S. A key aspect of our acquisition help will be to sensitize the MOD to the need for an acquisition strategy that considers the impact of non-U.S. purchases on Qatar's eligibility to buy (or operate with) advanced U.S. technology. In addition, GAA has been asked to provide guidance on the MOD's role within Qatar's larger defense framework in responding to non-military national crises and to facilitate a Qatari whole-of-government crisis response.

Specifically, in addition to my company ownership role, I will likely assist in the planning, coordinating and managing an assessment of Qatar's military capabilities, help with the development of a customized strategic plan for ensuring Qatar's military capabilities and capacities can meet its defense goals, provide advice on the MOD's role within a broader national security framework, and oversee the implementation of a phased plan executing the agreed-upon strategy.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

GAA and the MOD have yet to agree on the scope and compensation for this project. However, a fee of approximately \$(b) (6) USD has been proposed for the three-year project. Additional monies will be added to reimburse the cost of required travel, lodging, translation, additional personnel hires, etc. In any event, all receipts from the contract will be retained within the company's accounts for the foreseeable future to be applied to the employment of necessary subject matter personnel for the project. At this time, it is unclear how much I will be compensated for this proposed engagement, but it is likely that over the term of the proposed engagement, my compensation will exceed \$(b) (6) USD.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

NO

6. What is the highest U.S. security clearance that you have held?

TS/SBI

7. What is the highest level of classified material to which you have been granted access?

TS/SBI

8. Have you had access to Special Access Programs?

YES

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, my last active duty assignment was as Commander, U.S. Naval Forces Central Command/U.S. FIFTH Fleet/Combined Maritime Forces. In this capacity, I worked often with the Saudi Royal Navy and on occasion with the Saudi Coast Guards. I did not meet or interact with members of the Saudi Army or Saudi Royal Guards, to the best of my recollection.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

None other than those explained in the previous question.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

NO

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

NO

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

1 March 2018

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1962. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (3) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 3/1/2018	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
----------------------	------------------	--

ORGANIZATION (If contractor, licensee, or other agent, provide NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Global Alliance Advisors, LLC
901 15th Street NW, Suite 250
Washington, DC 20005

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE 3/1/2018	SIGN (b) (6)	DATE 1 Mar/18
(b) (6)		NAM (b) (6) Asst. Legal Counsel CNP Legal 701 S. Courthouse Rd Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 3/1/2018
----------------------------------	------------------

NAME OF WITNESS (Type or print)

(b) (6)

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

23 Oct 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for
Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior approval from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as Deputy Secretary of Defence (National Shipbuilding Program) for the Australian government. Currently (b) (6) is serving as General Manager for Submarines at the Australian Department of Defence, and previously obtained FGE approval for that position. In his new role, (b) (6) will coordinate and integrate all project and program level activity for the Australian naval shipbuilding plan. (b) (6) anticipates that his new position will have a salary that is higher than his current salary of approximately \$(b) (6) (USD), but he does not know the exact salary as a formal offer has not yet been made.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: RS 10/29/17

Disapproved: _____

17 October, 2017

From: (b) (6) (US Navy, Retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to continue already approved employment with the Commonwealth of Australia in a new position as Deputy Secretary of Defence (National Shipbuilding Program).
2. The proposed position is a deputy secretary position within the Department of Defence, Commonwealth of Australia. The primary responsibility will be to coordinate and integrate all project and program level activity undertaken by the Department and elsewhere in relation to the Government's naval shipbuilding plan. My current, approved position is General Manager for Submarines.
3. I served for 33 years within the US Navy submarine force with a Top Secret/SCI security clearance. My contact information follows below.

Very Respectfully,

(b) (6)

(b) (6)

(b) (6)

General Manager Submarines
Post Office Box 7904
Canberra BC ACT 2610
Australia

Work Phone (b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

(b) (6)

Phone: (b) (6)

Email: (b) (6) @gmail.com

Status: Military Retirement Date (if applicable): 30 June, 2010

or Current Navy Reserve EOS Date: N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits):

XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

My current and proposed future employer is the Department of Defence, Commonwealth of Australia. I received State Department approval on 7 October, 2015 to work as the General Manager of Submarines in the Defence Department, Commonwealth of Australia.

2. What is your proposed job title?

Deputy Secretary of Defence (National Shipbuilding Program)

3. What will your specific job duties involve? (If a job description is available, please attach).

The proposed position is a deputy secretary position within the Department of Defence, Commonwealth of Australia. The primary responsibility will be to coordinate and integrate all project and program level activity undertaken by the Department and elsewhere in relation to the Government's naval shipbuilding plan.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes. I will be paid by the Commonwealth to include an annual salary with provisions for a car, a contribution to superannuation (retirement) and standard benefits such as sick leave and annual vacation.

My current salary is \$~~(b) (6)~~ (Australian Dollars). I anticipate a modest raise consistent with increased responsibilities; however, I have not yet received an offer.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

Top Secret/SCI

7. What is the highest level of classified material to which you have been granted access?

Top Secret/SCI

8. Have you had access to Special Access Programs?

Yes. I am a served US Navy submarine officer and among other duties, commanded the USS CHICAGO (SSN721) and was the Director of the Navy Strategic Systems Program.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. I will have access to Australian classified information regarding submarine design and construction. This information will include Fire Control Systems and Weapons for joint US/Australian programs. I am, of course, precluded from sharing US information with Australia.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No, no direct relationship or work with Australia. In the course of my active duty navy career I was likely in an occasional meeting that could have included officers from the Australian Navy. While on active duty, I arranged for the sound range testing of an Australian submarine at the Southeast Alaska testing range, however, I had no direct contact with Australia on this matter, only COMNAVSEA and PEO Submarines.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I served on US Navy nuclear powered submarines including command at sea. In the course of my active duty navy career, I worked on the design, construction and sustainment of US submarines including VIRGINIA, SEAWOLF, OHIO and the Ohio Replacement submarines.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

I have had access to technical data related to the design, development, production and manufacture of US Navy nuclear submarines and the equipment they carry. I bring no US information to the conduct of this position; I am specifically precluded from using or sharing that information. All information is provided by Australia and its Defence contractors.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

Signature

(b) (6)



Date

17 OCT 17

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3H(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGNATURE (b) (6)	DATE 18 OCT 17	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (Typed name) US NAVY, RET-REN		
DO NOT PROVIDE NAME ADDRESS AND IF APPLICABLE FEDERAL SUPPLY CODE		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIGNATURE (b) (6)	SIGNATURE (b) (6)
DATE 18 OCT 17	DATE 21 Oct 17
NAME CAPTAIN, US NAVY RETIRED	NAME CDR, SACL, USN Asst Legal Counsel CNF Legal 701 S. Courthouse Road Arlington, VA 22204
LOCATION AUSTRALIA	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 18 OCT 17
NAME (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of the authority for the disclosure of the information, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and the purpose for which the information is being used. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 92-263, 5 U.S.C. 552a. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you from being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
Aug 23, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved three proposed foreign employment requests of (b) (6), USN (Ret).

The first and second proposed employments are to serve as a consultant to the governments of Canada and Australia. (b) (6) is president of Drone Aviator, Inc. of San Diego, CA, a software and infrastructure company with key technology that performs the tracking and identification of Unmanned Aerial Systems (UAS). (b) (6) will utilize his expertise to provide guidance on UAS remote identification and tracking, legislation and regulations for the Canadian and Australian governments. Specifically, he will help educate lawmakers in both countries on American perspectives with respect to regulation of UAS.

A third proposed employment is to serve as a consultant to the develop Custom Technical Satellite (CST) technology for American and Canadian naval forces for improved communications security. The project will be jointly administered in the USA via the Redhorse Corporation of San Diego, CA, and in Canada via the Beyond Aerospace, Ltd. of Kelowna, BC. (b) (6) will help develop commercial and government partnerships with the goal of reducing costs and increasing bandwidth available to Pacific theater naval forces with low probability of detection.

These requests are forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Packages,
(b) (6), USN (Ret)

21 August 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b)(6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) USN (b)(6), (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The proposed employment is to serve as a consultant to the government of Canada. (b)(6) is president of Drone Aviator, Inc. of San Diego, CA, a software and infrastructure company with key technology that performs the tracking and identification of Unmanned Aerial Systems (UAS). (b)(6) will utilize his expertise to provide guidance on UAS remote identification and tracking, legislation and regulations for the Canadian government. Specifically, he will help educate Canadian lawmakers on American perspectives with respect to regulation of UAS. The Canadian government will pay for his consulting fees and travel expenses via his firm Drone Aviator.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 8/22/17

Disapproved: _____

10 August 2017

FROM: (b) (6), USN (Ret.)
TO: Chief of Naval Personnel

SUBJ: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) DD Form 2945
(3) SF 312 Non-Disclosure Agreement

1. Admiral, this letter requests approval to accept employment with the Government of Canada as a consultant.
2. I am the President of Drone Aviator, Inc. in San Diego, CA. Drone Aviator is an Unmanned Aerial System (UAS) software and infrastructure company with a key technology that performs identification and tracking of UASs in the airspace. We also have a consulting vertical to assist city, state, and national government officials with drone regulations, and education and outreach programs. Drone Aviator is a member of the US Federal Aviation Administration UAS Remote Identification and Tracking Aviation Rulemaking Committee (ARC) and as such, we are recognized as experts in the field.
3. There are Canadian government observers of the UAS Remote ID and Tracking ARC who have talked with us about coming to Canada in a consultant capacity to help educate Canadian lawmakers on US perspectives with respect to regulation of UAS. There are also other Canadian businessmen in Montreal who would like us to consult with the municipal government of Montreal on the same issues. At this point, the level of compensation is uncertain, but consulting fees and expenses would be paid by the Canadian (or Montreal) government to Drone Aviator.
4. I completed 37 years and 4 months of active service in the US Navy on 30 Sept 2017 retiring as a (b) (6). My highest security clearance was TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION and I was cleared for Special Access Programs.

SUBJ: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL ICO
(b) (5) [REDACTED], USN (Ret)

5. I appreciate your support.

Respectfully,

(b) (5)
[REDACTED]

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

@droneaviator.com or (b) (6) .com

Status: Military Retirement Date (if applicable):

30 Sept 2016

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits):

XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Ottawa, Canada

1. Who is your proposed employer and how are they connected to a foreign government?

The Canadian Government

2. What is your proposed job title?

Consultant for Unmanned Aerial Systems (UAS)

3. What will your specific job duties involve? (If a job description is available, please attach).

Provide consulting services on UAS remote identification and tracking, and UAS legislation and regulations.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Preliminary at this point, but likely a fee for services. Amount unknown

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No oath of allegiance. I will not alter my US citizenship. I will not obtain Canadian citizenship

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

Secret Compartmented Information

8. Have you had access to Special Access Programs?

Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I was Chairman of AUSCANZUKUS, a standing committee working on maritime interoperability.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No (not sure I understand the question)

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

I am a nuclear trained Naval Aviator and served as the Deputy Chief of Naval Operations for Information Warfare, but I have not been directly involved in the design, development, production, or manufacture of defense articles.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A or No

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

10 AUG 2017

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (1)

, USN (Ret.)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 11 Aug 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION OF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER (Type or print) President, Drone Aviator, Inc. and President, (b) (6) and Company LLC - (b) (6)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGN (b) (6)	DATE 11 Aug 2017	SIGN (b) (6)	DATE 11 Aug 2017
NAME (b) (6)		NAME AND ADDRESS (Type or print) (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204-1956	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF (b) (6)	DATE 11 Aug 2017
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at one time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

21 August 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b)(6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) USN (b)(6), (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The proposed employment is to serve as a consultant to the government of Australia. (b)(6) is president of Drone Aviator, Inc. of San Diego, CA, a software and infrastructure company with key technology that performs the tracking and identification of Unmanned Aerial Systems (UAS). (b)(6) will utilize his expertise to provide guidance on UAS remote identification and tracking, legislation and regulations for the Australian government. Specifically, he will help educate Australian lawmakers on American perspectives with respect to regulation of UAS. The Australian government will pay for his consulting fees and travel expenses via his firm Drone Aviator.
3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: ALC 8/24/17

Disapproved: _____

10 August 2017

FROM: (b) (6), USN (Ret.)
TO: Chief of Naval Personnel

SUBJ: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) DD Form 2945
(3) SF 312 Non-Disclosure Agreement

1. Admiral, this letter requests approval to accept employment with the Government of Australia as a consultant.
2. I am the President of Drone Aviator, Inc. in San Diego, CA. Drone Aviator is an Unmanned Aerial System (UAS) software and infrastructure company with a key technology that performs identification and tracking of UASs in the airspace. We also have a consulting vertical to assist city, state, and national government officials with drone regulations, and education and outreach programs. Drone Aviator is a member of the US Federal Aviation Administration UAS Remote Identification and Tracking Aviation Rulemaking Committee (ARC) and as such, we are recognized as experts in the field.
3. There are Australian government observers of the UAS Remote ID and Tracking ARC who have talked with us about coming to Australia in a consultant capacity to help educate Australian lawmakers on US perspectives with respect to regulation of UAS. At this point, the level of compensation is uncertain, but consulting fees and expenses would be paid by the Australian government to Drone Aviator.
4. I completed 37 years and 4 months of active service in the US Navy on 30 Sept 2017 retiring as a (b) (6). My highest security clearance was TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION and I was cleared for Special Access Programs.

SUBJ: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL ICO
(b) (6), USN (Ret)

5. I appreciate your support.

Respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

@droneaviator.com or (b) (6) .com

Status: Military Retirement Date (if applicable):

30 Sept 2016

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits):

XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

The Australian Government

2. What is your proposed job title?

Consultant for Unmanned Aerial Systems (UAS)

3. What will your specific job duties involve? (If a job description is available, please attach).

Provide consulting services on UAS remote identification and tracking, and UAS legislation and regulations.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Preliminary at this point, but likely a fee for services. Amount unknown

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No oath of allegiance. I will not alter my US citizenship. I will not obtain Australian citizenship

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

Secret Compartmented Information

8. Have you had access to Special Access Programs?

Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I was Chairman of AUSCANZUKUS, a standing committee working on maritime interoperability.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No (not sure I understand the question)

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

I am a nuclear trained Naval Aviator and served as the Deputy Chief of Naval Operations for Information Warfare, but I have not been directly involved in the design, development, production, or manufacture of defense articles.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A or No

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (5)

Signature

Date

10 Aug 2017

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

USN (Ret.)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 11 Aug 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print) President, Drone Aviator, Inc. and President, (b) (6) and Company LLC -- (b) (6)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIG (b) (6)	DATE 11 Aug 2017	SIG (b) (6)	DATE 11 Aug 2017
NAME (b) (6)		NAME AND ADDRESS (Type or print) (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204-1956	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 11 Aug 2017
NAME OF WITNESS (Type or print) (b) (6)	SIG (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

21 August 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b)(3), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) USN (b)(3), (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The proposed employment is to serve as a consultant to the develop Custom Technical Satellite (CST) technology for American and Canadian naval forces for improved communications security. The project will be jointly administered in the USA via the Redhorse Corporation of San Diego, CA. and in Canada via the Beyond Aerospace, Ltd. of Kelowna, BC. (b)(3) is president of Drone Aviator, Inc. of San Diego, CA, a software and infrastructure company with key technology that performs the tracking and identification of Unmanned Aerial Systems (UAS). (b)(3) will help develop commercial and government partnerships with the goal of reducing CST costs and increasing bandwidth available to Pacific theater naval forces with low probability of detection. For his services, he will be paid consulting fees and travel expenses via both firms with funds derived from both American and Canadian government contracts.
3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b)(6) [REDACTED], USN, RETIRED

States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b)(6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: _____

Disapproved: _____

AS 8/22/17

10 August 2017

FROM: (b) (6) [REDACTED], USN (Ret.)

TO: Chief of Naval Personnel

SUBJ: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

(2) DD Form 2945

(3) SF 312 Non-Disclosure Agreement

1. Admiral, this letter requests approval to accept employment with a US Company and their Canadian company partner as a consultant.
2. Redhorse Corporation and their Canadian partner, Beyond Aerospace, Ltd. are developing a Custom Tactical Satellite system that can substantially increase the bandwidth available to Naval Forces in the Pacific theater with a low probability of detection and intercept.
3. There are government and commercial partnering arrangements available that could substantially decrease costs to the US Navy while providing a significant increase in capability to both US, Canadian, and allied naval forces. Redhorse and Beyond Aerospace are interested in having me consult with US and Canadian authorities to help get this project off the ground. Levels of compensation are undetermined at this time, but could include a bonus in the event of an award.
4. I completed 37 years and 4 months of active service in the US Navy on 30 Sept 2017 retiring as a (b) (5) [REDACTED]. My highest security clearance was TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION and I was cleared for Special Access Programs.
5. I appreciate your support.

Respectfully,

(b) (6) [REDACTED]

(b) (6) [REDACTED]

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

@droneaviator.com or (b) (6)

.com

Status: Military Retirement Date (if applicable):

30 Sept 2016

or Current Navy Reserve EOS Date:

N/A

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits):

XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Kelowna, BC, Canada

1. Who is your proposed employer and how are they connected to a foreign government?

Redhorse Corporation and their partner, Beyond Aerospace, Ltd., a Canadian Company

2. What is your proposed job title?

Consultant to Redhorse Corporation and their Canadian partner, Beyond Aerospace Ltd. for the Custom Tactical Satellite program

3. What will your specific job duties involve? (If a job description is available, please attach).

Provide consulting services on Naval communication requirements and potential utilization and benefits of the Custom Tactical Satellite in the US and Canadian Navies.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Preliminary at this point, but likely a fee for services and potentially a bonus in the event of contract award. If the Canadian Navy partners in the effort, or we use the Canadian Commercial Corporation for manufacture, it will be a Canadian government decision. Amount of compensation unknown.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No oath of allegiance. I will not alter my US citizenship. I will not obtain Canadian citizenship

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

Secret Compartmented Information

8. Have you had access to Special Access Programs?

Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Undetermined at this time.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I was Chairman of AUSCANZUKUS, a standing committee working on maritime communications interoperability.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No (not sure I understand the question)

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

I am a nuclear trained Naval Aviator and served as the Deputy Chief of Naval Operations for Information Warfare. but I have not been directly involved in the design, development, production, or manufacture of defense articles.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A or No-----

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (8)

Signature

Date

10 Aug 2017

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

, USN (Ret.)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 11 Aug 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print) President, Drone Aviator, Inc. and President, (b) (6) and Company LLC - (b) (6)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 11 Aug 2017	SIGNATURE (b) (6)	DATE 11 Aug 2017
NAME (b) (6)		NAME AND ADDRESS (Type or print) (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204-1956	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF DEBRIEFING OFFICER (b) (6)	DATE 11 Aug 2017
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
June 13, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6), U.S. Navy (Retired). The requested employment is to serve as an independent consultant with the Fincantieri Marine Group (FMG), LLC of Washington, D.C. FMG is a U.S. based subsidiary of Fincantieri, S.p.A., which is an Italian firm whose majority owner is the government of Italy. In this role, (b) (6) will advise FMG on developing proposals to sell frigates to the U.S. Navy. His duties will include advising on requirements, comparing product options, assessing competition and facilities, planning market strategies, and developing designs, cost estimates, and investment planning. For his services, he will be compensated directly by FMG at a daily rate of \$(b) (6).

(b) (6)' request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-3522.

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Employment Request Package,
(b) (6), USN (ret)

9 June 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for Foreign
Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as an independent consultant with the Fincantieri Marine Group (FMG), LLC of Washington, D.C. FMG is a U.S. based subsidiary of Fincantieri, S.p.A., which is an Italian firm whose majority owner is the government of Italy. In this role, (b) (6) will advise FMG on developing proposals to sell frigates to the U.S. Navy. His duties will include advising on requirements, comparing product options, assessing competition and facilities, planning market strategies, and developing designs, cost estimates, and investment planning. For his services, he will be compensated directly by FMG at a daily rate of \$(b) (4).

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 6/13/17

Disapproved:

1 June 2017

From: (b) (6) USN (ret)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

1. Admiral Burke, this letter requests permission to accept employment with the Fincantieri Marine Group, whose majority owner is the Government of Italy, as an independent consultant.

2. Fincantieri Marine Group is a US subsidiary of Fincantieri S.p.A. As at 31 December 2016, 71.6% of the Fincantieri's share capital of euro 862,980,725.70 was held by Fintecna S.p.A.; the remainder of share capital was distributed between a number of private investors, none of whom held significant interests of 2% or above. 100% of the share capital of Fintecna S.p.A. is owned by Cassa depositi e prestiti S.p.A., 82.8% of whose share capital is in turn owned by Italy's Ministry of Economy and Finance.

Fincantieri Marine group has asked for assistance in responding to the Frigate Request for Proposal from the US Navy. I will be paid a standard daily consulting fee by Fincantieri Marine Group.

3. I retired 1 August 2016 after more than 35 years of service. I still hold an active US government clearance at the TS/SCI level.

,

Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6) ■

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6) @gmail.com

Military Retirement Date (if applicable): 8/1/2016

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: All of the proposed work is anticipated to be in the US.

1. Who is your proposed employer and how are they connected to a foreign government? The proposed employer would be Fincantieri Marine Group, which is a US subsidiary of Fincantieri S.p.A. As at 31 December 2016, 71.6% of the Fincantieri's share capital of euro 862,980,725.70 was held by Fintecna S.p.A.; the remainder of share capital was distributed between a number of private investors, none of whom held significant interests of 2% or above. It should be noted that 100% of the share capital of Fintecna S.p.A. is owned by Cassa depositi e prestiti S.p.A., 82.8% of whose share capital is in turn owned by Italy's Ministry of Economy and Finance.

2. What is your proposed job title? Consultant to the Fincantieri Marine Group leadership team.

3. What will your job duties involve? If a job description is available, please attach. Provide advice and help detail plans focused on capture of the US Navy Frigate solicitation that is expected to be issued this summer. The work will include: understanding the requirements; comparing product options; assessing competition; assessing facilities; planning marketing strategy; developing a design, developing a cost estimate; and developing an investment plan.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. I will be billing at a standard consulting rate of approximately \$(b) (6) /day of work. I do not expect that the rate will be affected by the foreign government.

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. I do not expect to be dealing with classified information.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No work directly with Italy during my service.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. My experience as COMNAVSEA is relevant to the work being requested.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? Yes. This information will help me give best advice to Fincantieri Marine Group, so they may in turn offer the most effective ship in response to the US Navy's solicitation. As this work supports a bid to provide a ship to the US Navy, no export license is anticipated.

I hereby certify that the information provided by me, personally, to the above identified foreign government would be in violation of the espionage laws of the United States. I understand and acknowledge that I am providing this information to the foreign government for its use in the design, development, production, testing, or operation of a weapon, missile, or other device, and that the information is being provided to the foreign government for its use in the design, development, production, testing, or operation of a weapon, missile, or other device, and that the information is being provided to the foreign government for its use in the design, development, production, testing, or operation of a weapon, missile, or other device.

(b) (6)

Signature

Date

I have provided the following statement regarding my security clearance status and will provide to certify the truthfulness of the two statements below. I understand that I am providing this information to the foreign government for its use in the design, development, production, testing, or operation of a weapon, missile, or other device.

I am currently in the United States security clearance.

(b) (6)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.


10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.



12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG (b) (6) 	DATE 06/07/2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
---	--------------------	---




ORGANIZATION (If contractor, licensee, grantee or agent, provide: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

(b) (6)



WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6) 	DATE 06/07/2017	SIGNATURE	DATE
NAME AND ADDRESS (Type or print) (b) (6) 		NAME AND ADDRESS (Type or print)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6) 	DATE 06/07/2017
NAME OF WITNESS (Type or print) (b) (6) 	SIGNATURE OF WITNESS (b) (6) 

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
June 5, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6), USN (Ret) to serve as a member of the Submarine Advisory Committee for the Australian Department of Defence. This Committee's mission is review the totality of Australia's Future Submarine Program, including acquisition, capability, workforce and classified submarine operations and will report to the Minister for Defence and the Minister for Defence Industry. For this service, (b) (6) will be compensated through an 'eminent persons' contract (short-form services agreement), which would include a daily rate range between \$AU (b) (4) to \$AU (b) (4) per day, and reimbursement of expenses including travel, accommodation, and out-of-pocket expenses up to certain limits.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
(b) (6), USN (Ret)

30 May 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as a member of the Submarine Advisory Committee for the Australian Department of Defence. This Committee's mission is review the totality of Australia's Future Submarine Program, including acquisition, capability, workforce and classified submarine operations and will report to the Minister for Defence and the Minister for Defence Industry. For this service, the applicant will be compensated through an 'eminent persons' contract (short-form services agreement), which would include a daily rate range between \$AU(b) (6) to \$AU(b) (6) per day, and reimbursement of expenses including travel, accommodation, and out-of-pocket expenses up to certain limits.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (5), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (5)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 6/3/17

Disapproved: _____

Date: 19 May 2017

From: (b) (6), USN (Retired)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. The purpose of this letter is to request permission to accept employment with the Department of Defence, Australian Government.
2. The Department of Defence, Australian Government has requested my support to participate as a member of the Submarine Advisory Committee. The Committee is an independent review organization chartered by the Australian Chief of Navy, supported by the Ministry of Defence Capability Acquisition and Sustainment Group. The Committee will ensure plans and decisions associated with the Future Submarine Program are critically reviewed by personnel with submarine experience. The Committee will review the totality of the Future Submarine Program, including acquisition, capability, workforce and classified submarine operations and will report to the Minister for Defence and the Minister for Defence Industry.
3. Compensation would be provided through an 'eminent persons' contract (that is, a short-form services agreement), which would typically include a daily rate of between \$AUD (b) (6) to \$AUD (b) (6) per day, and reimbursement of expenses including travel, (4) accommodation, and out-of-pocket expenses up to certain limits.
4. I served on active duty from June 1971 until January 2013 (>41 years) and currently hold a Top Secret/SCI clearance.

Very respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone: (b) (6)

Email: (b) (6) l@gmail.com

Status: Military Retirement Date (if applicable):

1 January 2013

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

(b) (6)

Are you a U.S. citizen?

Yes

SSN (last four digits): XXX-XX-(b)

Location of proposed employment: (City, Country) Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

Australian Minister of Defence and Minister of Defence Industry

2. What is your proposed job title?

Member, Submarine Advisory Committee

3. What will your specific job duties involve? (If a job description is available, please attach).

The Department of Defence, Australian Government has requested my support to participate as a member of the Submarine Advisory Committee. The Committee is an independent review organization chartered by the Australian Chief of Navy, supported by the Ministry of Defence Capability Acquisition and Sustainment Group. The Committee will ensure plans and decisions associated with the Future Submarine Program are critically reviewed by personnel with submarine experience. The Committee will review the totality of the Future Submarine Program, including acquisition, capability, workforce and classified submarine operations.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign

government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Compensation would be provided through an 'eminent persons' contract (that is, a short-form services agreement) with the Australian Ministry of Defence, which would include a daily rate of between \$AUD (b) per day, and reimbursement of expenses including travel and accommodation.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

6. What is the highest U.S. security clearance that you have held? TS/SCI

7. What is the highest level of classified material to which you have been granted access? US TS/SCI

8. Have you had access to Special Access Programs? Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain. I will have access to Australian government classified information up to the Secret level

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes; in as a part of informal discussions involving US Navy support for the Royal Australian Navy.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes; I was a career submarine officer including command of the US Submarine Force. Additionally, I was involved in the US submarine acquisition and sustainment programs extensively while serving as Director, Naval Nuclear Propulsion Program

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. Yes. There will be no direct use of design, development, manufacturing, etc technical data in support of this work. My knowledge of such information will be used only by me in terms of providing context and experience to my judgment of program under review by my committee.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering? To my knowledge, there has been no application for or receipt of an export license for the defense services that I am offering nor is one required.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



19 May 2017

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 05/19/2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
----------------------	--------------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE, NUMBER) (Type or print)

(b) (6)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 22 MAY 17	SIGNATURE (b) (6)	DATE 22 MAY 17
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) (b) (6), USN Naval Support Facility Arlington 701 South Courthouse Rd, Rm 4T035 Arlington, VA 22204-1958	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 19 May 2017
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, if information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 20, 2016

(b) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)
Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
Washington, DC 20520

(b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6) USN (Ret) with the Australian Ministry of Defense. The requested employment is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. This advisory role would be separate from his regular employment. (b) (6) serves as currently serves as the CEO of Trident Maritime Systems, LLC.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN
Deputy Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6), USN (Ret)

19 December 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for (b) (6) is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. (b) (6) serves as currently serves as the CEO of Trident Maritime Systems, LLC. This advisory role would be separate from his current employment.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED, USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 12/20/16

Disapproved: _____

16 December 2016

From: (b) (6), USN (Ret.)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Ministry of Defence of Australia as a member of the newly established Naval Shipbuilding Advisory Board. The board is led by former U.S. Secretary of the Navy (b) (6) and composed of U.S., U.K. and Australian nationals.
2. I was recently contacted by former Secretary of the Navy (b) (6) and asked to join the newly established Naval Shipbuilding Advisory Board supporting the Ministry of Defence of Australia. The work is expected to be a periodic review of naval shipbuilding programs, industrial base and infrastructure related to naval shipbuilding. Payment terms have not been discussed, except that travel expenses would be covered, and some reasonable consulting compensation would be paid. This is all separate from my regular full time employment as Chief Executive Officer of Trident Maritime Systems, LLC, a US company.
3. As background, I retired from the Navy on 01 October 2013 after serving over 32 years on active duty. My highest security clearance was Top Secret based on an SSBI, with access to some special programs. I continue today as an advisor on some of those programs.

Very respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@gmail.com and (b) (6)@tridentllc.com

Military Retirement Date (if applicable): 01 October 2013

Rank/Rate (at retirement): (b) (6) USN

Are you a U.S. citizen: Yes

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

This request is made to support the Ministry of Defence of Australia as a member of the Australian Naval Shipbuilding Advisory Board. The Australian government is establishing this international panel of shipbuilding experts under the leadership of former U.S. Secretary of the Navy (b) (6). Other members include retired flag officers, government and industry executives from the U.S., U.K., and Australia. I would be participating in the advisory board in my personal capacity, not directly related to my normal duties as Chief Executive Officer of Trident Maritime Systems, LLC, a company based in the United States.

2. What is your proposed job title?

There is no designated job title, so I would use "advisory board member."

3. What will your job duties involve? If a job description is available, please attach.

I do not have a description from the employer. My understanding is that I would be one member of an advisory board examining naval shipbuilding programs, industrial base and infrastructure in Australia and advising the Minister of Defence and other Australian government officials. The only available detail provided so far is given in a letter from the Acting Secretary of Defence of Australia, which is attached for its clarification of duties.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

I expect to be reimbursed for travel expenses and paid a nominal rate typical for consulting. No details have been worked out. An estimate of expected compensation is \$(b) - \$(b) USD per day plus actual travel expenses.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

Top Secret based on SSBI.

7. What is the highest level of classified material to which you have been granted access?

TS-SCI.

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I do not know whether Australia would grant access to classified information.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

During my time as a submarine and engineering duty officer I had contact with counterparts in the Royal Australian Navy, including a visit there for a submarine rescue conference when I was a Captain.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

During my naval career I held positions of responsibility in ship and submarine design and construction including command positions in a major submarine construction program and as the navy's chief engineer for ships, submarines, aircraft carriers and their systems.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had such access. My potential consulting in this case would be based on general knowledge in areas of ship design and construction. I have made no application for any form of export.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No, and not applicable. Therefore, there is no TAA information applicable.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



03 January 2017

Signature

Date

Attachment: Letter from Australia's Acting Secretary of Defence

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 793(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *852 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 9 Sep 2015	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
---------	--------------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE Sept. 9, 2015	SIGNATURE (b) (6)	DATE 9/9/15
(b) (6)		NAME AND ADDRESS (Type or print)	
		(b) (6) 701 South Courthouse Rd Arlington VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 9 Sep 2015
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of your rights and responsibilities regarding the disclosure of your personal information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is provided in 5 U.S.C. 552a. You will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370

N00L

December 20, 2016

(b) (5)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
Washington, DC 20520

(b) (5)

and (b) (5) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (5), USN (Ret) with the Australian Ministry of Defense. The requested employment is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. This advisory role would be separate from his regular employment. (b) (5) serves as Director of the Applied Research Laboratory at Pennsylvania State University.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (5).

Sincerely,

(b) (5)

LCDR, JAGC, USN
Deputy Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (5), USN (Ret)

19 December 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret) Request for Foreign
Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for (b) (6) is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. (b) (6) currently serves as the Director of the Applied Research Laboratory at the Pennsylvania State University. This advisory role would be separate from his current employment.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 12/20/16

Disapproved: _____

16 December 2016

From: (b) (6), USN (Ret.)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Ministry of Defence of Australia as a member of the newly established Naval Shipbuilding Advisory Board. The board is led by former U.S. Secretary of the Navy (b) (6) and composed of U.S., U.K. and Australian nationals.
2. I was recently contacted by former Secretary of the Navy Donald Winter and asked to join the newly established Naval Shipbuilding Advisory Board supporting the Ministry of Defence of Australia. The work is expected to be a periodic review of naval shipbuilding programs, industrial base and infrastructure related to naval shipbuilding. Payment terms have not been discussed, except that travel expenses would be covered, and some reasonable consulting compensation would be paid. This is all separate from my regular full time employment as Director, Applied Research Laboratory, Penn State University.
3. As background, I retired from the Navy on 01 October 2008 after serving over 34 years on active duty. My highest security clearance was Top Secret based on an SSBI, with access to some special programs. I continue today as Director of a Navy UARC, to have access to and frequent engagement in classified work for the Navy and other DOD agencies.

Very respectfully,

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)i@psu.edu

Military Retirement Date: 01 October 2008

Rank/Rate (at retirement): (b) (6) USN

Are you a U.S. citizen: Yes

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

This request is made to support the Ministry of Defence of Australia as a member of the Australian Naval Shipbuilding Advisory Board. The Australian government is establishing this international panel of shipbuilding experts under the leadership of former U.S. Secretary of the Navy (b) (6). Other members include retired flag officers, government and industry executives from the U.S., U.K., and Australia. I would be participating in the advisory board in my personal capacity, not directly related to my normal duties as Director, Applied Research Laboratory, Penn State University (a Navy University-Affiliated Research Center)

2. What is your proposed job title?

Advisory Board Member.

3. What will your job duties involve? If a job description is available, please attach.

I do not have a description from the employer. My understanding is that I would be one member of an advisory board examining naval shipbuilding programs, industrial base and infrastructure in Australia and advising the Minister of Defence and other Australian government officials.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

I expect to be reimbursed for travel expenses and paid a nominal rate typical for consulting. No details have been worked out.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

Top Secret based on SSBI.

7. What is the highest level of classified material to which you have been granted access?

TS-SCI.

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Not known at this time. Due to the general nature of the Board, I would expect minimal or no discussion of Australian classified information. There is no reason whatsoever to expect discussion of any US Classified or NNPI information.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

During my time as a submarine and engineering duty officer I had contact with counterparts in the Royal Australian Navy, including several visits for shipbuilding related matters.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

During my naval career I held positions of responsibility in ship and submarine design and construction including Program Manager for SEAWOLF, Program Manager for VIRGINIA, NAVSEA Deputy Commander for Ship Design and Integration (SEA 05) and Commander NAVSEA.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had such access. My potential consulting in this case would be based on general knowledge in areas of ship design and construction. I have made no application for any form of export.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No, and not applicable.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

A large rectangular area of the document is redacted with a solid grey box. The text "(b) (6)" is written in red above the top-left corner of this box.

Signature

16 Dec 2016

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *852 and 1824, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1824, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

*NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG (b) (6)	DATE 16 SEP 15	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
OR: OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIG (b) (6)	SIGNATURE (b) (6)
DATE 16 SEP 15	DATE 9-16-15
NAME AND ADDRESS (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204	NAME AND ADDRESS (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIG (b) (6)	DATE 16 SEP 15
NAME OF WITNESS (Type or print) (b) (6) USN	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
NOOL
October 19, 2016

(b) (5)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

and (b) (5)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (5) U.S. Navy (Retired). The requested employment is via the consulting firm of Burdeshaw Associates, Ltd. of Bethesda, MD to serve as an advisor to the Government of Australia. In this role, (b) (5) will serve on an advisory panel to the Australian Ministers of Defense and Defense Industries to provide advice and help detail plans to establish a continuous shipbuilding industry in Australia. This consulting will include advice on underlying industrial capabilities, education, research and development activities, and program management of the enterprise. He will reside in the United States but travel to Australia approximately every other month for periods of two to three days. For his services, he will be compensated at a daily rate of \$(b) (5).

(b) (5)' request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (5).

Sincerely,

(b) (5)

CAPT, JAGC, USN

Enclosure: 1. Employment Request Package,
(b) (5), USN (ret)

18 October 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is via the consulting firm of Burdeshaw Associates, Ltd. of Bethesda, MD to serve as an advisor to the Government of Australia. In this consulting role, (b) (6) will serve on an advisory panel to the Australian Ministers of Defense and Defense Industries to provide advice and help detail plans to establish a continuous shipbuilding industry in Australia. This consulting will include advice on underlying industrial capabilities, education, research and development activities, and program management of the enterprise. He will reside in the United States, but travel to Australia approximately every other month for periods of two to three days. For his services, he will be compensated at a daily rate of \$(b) (4).

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RETIRED)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 10/13/16

Disapproved: _____

14 October 2016

From: (b) (6) , USN (ret)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

1. Admiral Burke, this letter requests permission to accept employment with the Government of Australia, as a member of the Australian Minister of Defense's Advisory Panel.
2. Former Secretary of the Navy (b) (6) has been asked to form an advisory panel to help the Minister of Defense of Australia, and the Minister of Defense Industries of Australia build a successful continuous shipbuilding industry in Australia. I would be one of several members of this panel, some of whom are American, and some of whom are British or Australian. Our duties are to advise the ministers on industrial, education, technology and program management issues as they arise. I will be paid through Burdeshaw Associates Ltd, a US company, who is under contract with and will receive payment for our services from the Australian Government.
3. I retired 1 August after more than 35 years of service. I still hold an active US government clearance at the TS/SCI level.

Respectfully,
(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@gmail.com

Military Retirement Date (if applicable): 8/1/2016

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: I would live in the United States, and travel to Australia every 2 months or so for about 2-3 days.

1. Who is your proposed employer and how are they connected to a foreign government? My work would be handled by Burdeshaw Burdeshaw Associates, Ltd. 4701 Sangamore Road, Bethesda, MD 20816-2500. Burdeshaw is under contract to the Government of Australia to provide consulting services.

2. What is your proposed job title? Member of an advisory panel to the Minister of Defense, and the Minister of Defense Industries.

3. What will your job duties involve? If a job description is available, please attach. Provide advice and help detail plans to establish a shipbuilding industry in Australia, including underlying industrial capabilities, education, research and development activities, and program management of the enterprise.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. I will be billing at a standard consulting rate of approximately \$(b) (6)/day of work. I do not expect that rate to vary.

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. Some portion of the capabilities of the Australian Navy's platforms is classified. This data will all be handled at the Five-eyes level and will not require any change to my US clearance.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes, as PEO Submarines and as Commander, Naval Sea Systems Command, I worked closely with the senior leaders of the RAN to help better their Navy. This work was sanctioned at the highest levels of both governments in formal MOUs, Cooperative program agreements and the like.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. My experience as an operational Submariner, PEO Submarines and COMNAVSEA all provide relevant experience the government of Australia needs to be successful in their Navy programs.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? Yes. This information will help me give best advice to the Government of Australia on building their industrial capacity to support continuous shipbuilding. I will not be offering any defense services that are not already approved for release to the Government of Australia.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

(b) (6)

Date

10/14/2016

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

10/14/2016

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b)(6) USN AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGNATURE (b) (6)	DATE 10/14/2016	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
-------------------	--------------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

(b) (6)

WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

(b) (6)	DATE 10/14/2016
---------	--------------------

NAME AND ADDRESS (Type or print)

(b) (6)

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

SIGNATURE (b) (6)	DATE 10/14/16
----------------------	------------------

NAME AND ADDRESS (Type or print)

(b) (6), USN, Senior Paralegal
Naval Support Facility Arlington
701 South Courthouse Road, Rm 4T035
Arlington, Virginia 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 10/14/2016
----------------------	--------------------

NAME OF WITNESS (Type or print)

(b) (6)

SIGNATURE OF WITNESS

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 28, 2016

(b) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6) and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6) U.S. Navy. The requested employment is to serve as a consultant with the Government of Australia's Ministry of Defense. In this role, (b) (6) will provide peer review of the Australian Navy's SEA5000 Future Frigate Program and Continuous Shipbuilding Strategy. Specifically he will review and advise on the: (a) competitive evaluation process to achieve program and shipbuilding strategy outcomes; (b) process and information submitted by participants; (c) reports generated on outcomes and recommendations; and (d) assessment and recommendation of trade-offs to de-risk the program schedule.

(b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CAPT, JAGC, USN
Senior Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6) U.S. Navy

25 July 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b)(6), USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b)(6), USN Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve as a consultant with the Government of Australia's Ministry of Defense. In this role, (b)(6) will provide peer review of the Australian Navy's SEA5000 Future Frigate Program and Continuous Shipbuilding Strategy. Specifically he will be asked to review and advise on the: (a) competitive evaluation process to achieve program and shipbuilding strategy outcomes; (b) process and information submitted by participants; (c) reports generated by the program on outcomes and recommendations; and (d) assessment and recommendation of trade-offs to de-risk the program schedule. There is no discussion or transaction regarding United States defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

3. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (5), USN

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (5)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: ALF 7/28/16

Disapproved: _____

13 July 2016

From: (b)(6) [REDACTED], USN
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Australian Ministry of Defense as a Consultant.

2. The Australian Navy SEA5000 Future Frigate Program is seeking peer review services as outlined below, relying on the specified personnel's expertise and experience, particularly in relation to strategies, risks and opportunities for the Future Frigate Program and Continuous Shipbuilding Strategy.

Specific services include:

- Review of detailed Competitive Evaluation Process to achieving Program and Shipbuilding strategy outcomes;
- Review of process and information submitted by Participants;
- Review of reports generated by the Program on outcomes and recommendations.
- Assessment and recommendation of trade offs to de-risk the Program schedule.

3. I have served 36 years in the U. S. Navy. The highest security Clearance held is Top Secret/SCI.

Very Respectfully,

(b)(6) [REDACTED]

USN

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

Phone: (b) (6)

Email: (b) (6) @GMAIL.COM

Military Retirement Date (if applicable): 01OCT2016

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment:

1. Who is your proposed employer and how are they connected to a foreign government?

RESPONSE: Australian Department of Defense, Future Frigate Project – SEA 5000

2. What is your proposed job title?

RESPONSE: Consultant

3. What will your job duties involve? If a job description is available, please attach.

RESPONSE: The SEA5000 Future Frigate Program is seeking peer review services as outlined below, relying on the specified personnel's expertise and experience, particularly in relation to strategies, risks and opportunities for the Future Frigate Program and Continuous Shipbuilding Strategy.

Specific services include:

- Review of detailed Competitive Evaluation Process to achieving Program and Shipbuilding strategy outcomes;
- Review of process and information submitted by Participants;
- Review of reports generated by the Program on outcomes and recommendations.

Assessment and recommendation of trade offs to de-risk the Program schedule

Enclosure (1)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

RESPONSE: Engagement will be as an External Service Provider - Eminent Person, with services to be conducted on an ad hoc basis.

5. Are you a U.S. citizen?

RESPONSE: Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

RESPONSE: Not Expected

7. What is the highest U.S. security clearance that you have held?

RESPONSE: TOP SECRET / SCI

8. What is the highest level of classified material to which you have been granted access?

RESPONSE: TOP SECRET /SCI

9. Have you had access to Special Access Programs?

RESPONSE: NO

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

RESPONSE: Not Expected

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

RESPONSE: No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

RESPONSE: Yes. As Program Executive Officer for U.S. Navy Shipbuilding, I have extensive experience in shipbuilding acquisition strategies, contracting strategies, program management, and industrial base management for both new construction and in-service surface ships.

Enclosure (1)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Response: No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

14 JUL 16
Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

14 JUL 16
Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

Enclosure (1)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code, the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access, (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the inspectors general of the Intelligence Community, and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 07/22/2016	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
OR (Type or print) PEO SHIPS NAVSEA		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 07/22/2016	SIGNATURE (b) (6)	DATE 07/22/2016
NAME AND ADDRESS (Type or print) (b) (6) (PERSONNEL SECURITY SPECIALIST) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD WASHINGTON DC 20376		NAME AND ADDRESS (Type or print) (b) (6) (PERSONNEL SECURITY SPECIALIST) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD WASHINGTON DC 20376	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~received~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 07/22/2016
NAME OF WITNESS (Type or print) KENNETH C. ESKEW	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b) (6) CDR USN DCNO N1 (USA)

From: (b) (6) LCDR OPNAV N1, N00L
Sent: Tuesday, August 9, 2016 4:35 PM
To: (b) (6) @state.gov
Cc: (b) (6) LNCS OPNAV N1, N00L; (b) (6) (b) (6) @gmail.com
Subject: RE: FGE Follow-up Request - (b) (6)

(b) (6),

(b) (6) has confirmed the specifics of the proposed compensation.

The Australian DoD proposes to pay him at a rate of \$(b) (6) USD per day for consulting to include meals and incidental expenses. The Australian DoD will also arrange for his travel and lodging and pay those expenses.

Please confirm receipt of this information and let me know if you desire any further information to complete review of this request.

Thank you.

V/r,

(b) (6)

-----Original Message-----

From: (b) (6) LCDR OPNAV N1, N00L
Sent: Thursday, August 04, 2016 11:08 AM
To: (b) (6) @state.gov
Cc: (b) (6) OPNAV N1, N00L; (b) (6) (b) (6) @gmail.com
Subject: RE: FGE Follow-up Request - (b) (6)

(b) (6),

It was a pleasure speaking with you earlier.

As discussed, I am writing to clarify (b) (6)'s revised response to Question #4.

The Australian Government's Department of Defence has offered (b) (6) the employment opportunity (i.e. consultant proving peer review services for its Future Frigate Project - SEA 5000) described in Questions #1 - 3.

Out of caution, prior to receiving FGE approval, (b) (6) has not negotiated the specific terms of employment or compensation for the described opportunity. Compensation will be provided through an "Eminent Persons" contract and will include a consulting fee and reimbursement of travel and living expenses.

Please let me know if I can be of further assistance with this matter. Thank you.

V/r,
LCDR (b) (6)

(b) (6)
LCDR JAGC USN

Deputy Legal Counsel
Chief of Naval Personnel
United States Navy

(b) (6)

-----Original Message-----

From: (b) (6) [mailto:(b) (6)@state.gov]

Sent: Wednesday, August 03, 2016 2:52 PM

To: (b) (6) OPNAV N1, N00L

Cc: (b) (6)

Subject: [Non-DoD Source] FGE Follow-up Request - (b) (6)

(b) (6),

Apologies for the confusion regarding the FGE request for (b) (6). From his initial FGE Application, my understanding was that he had received a formal offer, but couldn't provide an exact salary amount since he would be providing consulting services on an ad hoc basis. However, based on his clarification to Question #4 of the FGE Questionnaire that he currently has no Statement of Work or contract for employment, State cannot process his request at this time. (b) (6) must receive a formal offer of employment from his proposed employer (Australian Department of Defense) before we can process his request. Again, apologies for the confusion and thank you for your assistance.

Regards,

(b) (6)

Office of International Security Operations

Bureau of Political-Military Affairs

U.S. Department of State

(b) (6)

(b) (6)@state.gov

-----Original Message-----

From: (b) (6) [mailto:(b) (6)@gmail.com]

Sent: Wednesday, August 03, 2016 10:44 AM

To: (b) (6) OPNAV N1, N00L; (b) (6)@state.gov

Cc: (b) (6) CTR NAVSEA SEA21, Front Office

Subject: [Non-DoD Source] (b) (6) FGE Request: Re:Expanded Response to FGE Q:4

MFR. Please add this additional statement to my previous response to Q:4

"No agreement for Statement of Work, agreement on compensation or contract for employment with the Government of Australia has been negotiated at the time of this FGE request. Scope of work and compensation are expected to be determined once the FGE request has been approved."

Please let me know if this sufficiently addresses the lack of detail from my previous submission.

(b) (6)



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
June 8, 2015

(b) (6)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)

Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)

and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6), U.S. Navy, Retired. The requested employment is with the Defence Department of the Government of Australia as a consultant on a panel for a study on the future development of the Collins Class Submarine. The primary purpose of the panel's study is to highlight areas of strength, identify areas of weakness, and determine if there are gaps in capability. The panel will meet approximately 3 to 5 times in the coming year starting this summer. The job will be paid at a daily rate of \$AU (b) (6) to \$AU (b) (6) as well as travel and lodging expenses.

(b) (6)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN
Senior Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6), U.S. Navy, Retired

01 June 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret.) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is with the Defence Department of the Government of Australia as a consultant on a panel for a study on the future development of the Collins Class Submarine. The primary purpose of the panel's study is to highlight areas of strength, identify areas of weakness, and determine if there are gaps in capability. The panel will meet approximately three to five times in the coming year starting this summer. Compensation will be paid by the Defence Department of the Government of Australia at a daily rate of \$AU (b) (4) to \$AU (b) (4) as well as reimbursement of travel and lodging expenses. There is no discussion or transaction regarding United States defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

3. This requested consulting agreement does not involve the transfer of technology, therefore reference (c) does not apply, and Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) [REDACTED], USN, RETIRED

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 6/7/16

Disapproved: _____

Date: 23 May 2016

From: (b) (6) USN (Retired)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) DEPSEC CASG/OUT/2016/057 letter dated 20 May 2016

1. The purpose of this letter is to request permission to accept employment with the Department of Defence, Australian Government.
2. The Department of Defence, Australian Government has requested my support to participate in an independent review of their submarine capability. The primary purpose of the study is to highlight areas of strength, identify areas of weakness and determine if there are gaps in their capability. The General Manager, Submarines will use these findings to improve their program approach to the Collins Class, its life extension and in support of the design of the Future Submarine.
3. Compensation would be provided through an 'eminent persons' contract (that is, a short-form services agreement), which would typically include a daily rate of between \$AU (b) (4) to \$AUD (b) (6) per day, and reimbursement of expenses including travel, accommodation, and out-of-pocket expenses up to certain limits.
4. I served on active duty from June 1971 until January 2013 (>41 years) and currently hold a Top Secret/SCI clearance.

Very respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name (b) (6)

Physical address (b) (6)

Phone (b) (6)

Email (b) (6) @gmail.com

Military Retirement Date: 1 January 2013

Rank/Rate (at retirement) (b) (6)

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

Department of Defence, Australian Government

2. What is your proposed job title? Consultant and Panelist

3. What will your job duties involve? If a job description is available, please attach.

Job description is attached

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes, I will be paid. Compensation will be provided by the Australian government through an 'eminent persons' contract (that is, a short-form services contract), which will include a daily rate between \$AUD (b) (6) and \$AU (b) (6) per day, and reimbursement of travel, accommodation, and out of pocket expenses.

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? Top Secret/SCI

8. What is the highest level of classified material to which you have been granted access? TOP/SCI

9. Have you had access to Special Access Programs? Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. Yes, I will be working with classified (SECRET level) ship characteristic information as well as general mission profile and operating concept information.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes, as part of informal discussions involving US Navy support for the Royal Australian Navy

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes. I was a career submarine officer including command of the US Submarine Force. Additionally, I was involved in US submarine acquisition and sustainment programs extensively while serving as Director, Naval Nuclear Propulsion Program

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? Yes. There will be no direct use of design, development, manufacturing, etc technical data in support of this work. My knowledge of such information will be used only by me in terms of providing context and experience to my judgment of programs under review by my panel. To my knowledge, there has been no application for or receipt of an export license for the defense services that I am offering nor is one required.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

23 MAY 2016

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

5/23/16

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:



Australian Government
Department of Defence

DEPSEC CASG/OUT/2016/057

(b) (5) [REDACTED], U.S. Navy (Retired)

(b) (5) [REDACTED]

United States of America

Dear (b) (5) [REDACTED],

Thank you for expressing interest in supporting the Commonwealth of Australia as part of an independent review of our submarine capability. The primary purpose of this study is to highlight areas of strength, identify areas of weakness and determine if there are gaps in our capability. The General Manager, Submarines, (b) (5) [REDACTED] (U.S. Navy, Retired) will use these findings to improve our program approach to the Collins Class, its life extension and in support of the design of the Future Submarine. The panel will examine the proposed approach and associated cost estimates as part of their work.

We anticipate the panel will meet three to five times in the next year using a schedule that works best for the panel members. Our proposed start for this work is the third quarter of this year (July to September, 2016). We recognise you will be required to obtain State Department approval to join this panel and will adjust the start time of the panel as needed to support that administrative process.

(b) (5) [REDACTED], Head of the Future Submarine Program, is our point of contact for this work. His contact information is:

Tel: (b) (5) [REDACTED]

Mob: (b) (6) [REDACTED]

Email: (b) (5) [REDACTED] [\[REDACTED\]@defence.gov.au](mailto:[REDACTED]@defence.gov.au)

(b) (5) [REDACTED] and his commercial team will be in touch to provide you with additional details.

I hope that you will find this role worthy of your time and look forward to working with you.

Yours Sincerely,

(b) (6)

(b) (6)

Deputy Secretary CASG
Department of Defence

(b) (6)

Russell Offices
Canberra, ACT, 2601

(b) (6)

@defence.gov.au

20 May 2016

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employment obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military), section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the inspectors general of the Intelligence Community, and Congress), section 103H(q)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(q)(3)) (relating to disclosures to the Inspector General of the Intelligence Community), sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security including sections 641, 793, 794, 798, 7952 and 1024 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)	DATE 05/26/2016	OFFICIAL SECURITY NUMBER (See Notice below) (b) (6)
---------	--------------------	--

ORGANIZATION (If CONTRACTOR LICENSEE, CHANTIER OR AGENT, PROVIDE NAME ADDRESS AND IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

(b) (6)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 05/26/2016	SIGNATURE (b) (6)	DATE 5/26/2016
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) (b) (6), USN Office of Legal Counsel Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me. That I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~done not~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE 05/26/2016
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1986). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary. Our failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
May 10, 2016

(b) (5)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
Washington, DC 20520

(b) (5) L [REDACTED] and (b) (5) [REDACTED]:

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (5) [REDACTED], USN (Ret) with the Chief of General Staff of the Taiwan Ministry of National Defense in the fall of 2016. In this role, he will examine Taiwan's current national defense, political and economic structure and offer his observations on Indo-Asia Pacific security architecture as well as various political-military-economic influences in the region. Following his visit, he will share relevant observations with the Commander, U.S. Pacific Command (PACOM). No actual fee for this visit is offered, but all commercial travel and lodging expenses would be covered for him, his spouse and one assistant.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (5) [REDACTED].

Sincerely,

(b) (5)

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (5) [REDACTED] USN (Ret)

05 May 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret) Request for Foreign
Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for (b) (6) is with the Chief of General Staff of the Taiwan Ministry of National Defense in the fall of 2016. In this role, he will examine Taiwan's current national defense, political and economic structure and offer his observations on Indo-Asia Pacific security architecture as well as various political-military-economic influences in the region. Following his visit, he will share relevant observations with the Commander, U.S. Pacific Command (PACOM). No actual fee for this visit is offered, but all commercial travel and lodging expenses would be covered for him, his spouse and one assistant.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b)(6) (b)(7)(C) (b)(7)(D), USN, RETIRED

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b)(6)

✓ CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 5/9/12

Disapproved: _____

Date 13 Jan 2016

From: (b) (6); US Navy (retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. I have received an invitation from the Chief of General Staff of the Ministry of National Defense of Taiwan for me, my spouse and one assistant to visit Taipei in September/October 2016. The invitation includes an offer of free commercial air tickets and lodging expenses.
2. The purpose of the visit is to observe the current status of Taiwan's national defense and political and economic development, and discuss my personal observations on both the Indo-Asia Pacific security architecture and the various political-military and economic influences in the region. I understand the post-government restrictions relating to foreign entities. Upon conclusion of the visit I will share relevant observations with Commander, U.S. Pacific Command.
3. I served in the U.S. Navy for 39 years, during which time the highest clearance level held was TS-SCI.

Very Respectfully

(b) (6)

A large rectangular area of the document is redacted with a solid grey box, covering the signature and any handwritten notes or dates that might have been present.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@gmail.com

Military Retirement Date (if applicable): 31 July 2015

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: Taiwan

1. Who is your proposed employer and how are they connected to a foreign government?

N/A - Taiwan will pay the cost of transportation and lodging.

2. What is your proposed job title?

N/A - I have received an invitation from the Chief of General Staff of the Ministry of National Defense of Taiwan for me and my spouse to visit Taipei in September/October 2016.

3. What will your job duties involve? If a job description is available, please attach.

The purpose of the visit is for me to observe the current status of Taiwan's national defense and political and economic development, and discuss my personal observations on both the Indo-Asia Pacific security architecture and the various political-military and economic influences in the region.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The Chief of General Staff of the Ministry of National Defense has offered to provide air transportation and billeting for me and my spouse to visit Taipei. I have not been offered, nor will I accept any salary, wages or other compensation.

5. Are you a U.S. citizen?

I am a U.S. citizen.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

I will not be required to execute an oath of allegiance to a foreign government.

7. What is the highest U.S. security clearance that you have held?

TS-SCI

8. What is the highest level of classified material to which you have been granted access?

TSI-SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, as Commander, U.S. Pacific Command.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes , as Commander, U.S. Pacific Command.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No technical data regarding the design, development, production or manufacture of defense articles will be discussed.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (3)



Signature

Date 13 JAN 2016

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

A large grey rectangular box redacting the signature.

Signature

Date 13 JAN 2016

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

*** NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT**

SIGNATURE (b) (6)	DATE 03/30/2016	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
-------------------	--------------------	--

ORGANIZATION (If contractor, licensee, grantee or agent, provide NAME, ADDRESS, AND IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)
 United States Naval Academy
 121 Blake Road
 Annapolis, MD 21402

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE 03/30/2016	SIG (b) (6)	DATE 03/30/2016
NAME AND ADDRESS (Type or print) (b) (6) United States Naval Academy 257 Longshaw Road Annapolis, MD 21402		NAME AND ADDRESS (Type or print) (b) (6), Command Security Manager United States Naval Academy 257 Longshaw Road, Stop 18H Annapolis, MD 21402	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have not~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMP (b) (6)	DATE 04 May 2016
--------------------------	---------------------

NOTICE The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, or the one information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 20, 2016

(b) (6)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)

Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
Washington, DC 20520

(b) (6)

and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6), USN (Ret) with the Australian Ministry of Defense. The requested employment is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. This advisory role would be separate from his regular employment. (b) (6) serves as currently serves as the CEO of Trident Maritime Systems, LLC.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at

(b) (6)

Sincerely,

(b) (6)

LCDR, JAGC, USN
Deputy Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6), USN (Ret)

19 December 2016

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (Ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for (b) (6) is to serve on a newly-established Naval Shipbuilding Advisory Board with the Australian Ministry of Defense (MoD). Payment terms have not been established, but all travel expenses would be covered along with an appropriate consultation fee for services by the MoD. (b) (6) serves as currently serves as the CEO of Trident Maritime Systems, LLC. This advisory role would be separate from his current employment.

3. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED, USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 12/20/16

Disapproved: _____

16 December 2016

From: (b) (6), USN (Ret.)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Ministry of Defence of Australia as a member of the newly established Naval Shipbuilding Advisory Board. The board is led by former U.S. Secretary of the Navy (b) (6) and composed of U.S., U.K. and Australian nationals.
2. I was recently contacted by former Secretary of the Navy (b) (6) and asked to join the newly established Naval Shipbuilding Advisory Board supporting the Ministry of Defence of Australia. The work is expected to be a periodic review of naval shipbuilding programs, industrial base and infrastructure related to naval shipbuilding. Payment terms have not been discussed, except that travel expenses would be covered, and some reasonable consulting compensation would be paid. This is all separate from my regular full time employment as Chief Executive Officer of Trident Maritime Systems, LLC, a US company.
3. As background, I retired from the Navy on 01 October 2013 after serving over 32 years on active duty. My highest security clearance was Top Secret based on an SSBI, with access to some special programs. I continue today as an advisor on some of those programs.

Very respectfully,

(b) (6)

A large rectangular grey box redacting the signature and name of the sender.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6) @gmail.com and (b) (6) @tridentllc.com

Military Retirement Date (if applicable): 01 October 2013

Rank/Rate (at retirement): (b) (6) USN

Are you a U.S. citizen: Yes

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

This request is made to support the Ministry of Defence of Australia as a member of the Australian Naval Shipbuilding Advisory Board. The Australian government is establishing this international panel of shipbuilding experts under the leadership of former U.S. Secretary of the Navy Donald Winter. Other members include retired flag officers, government and industry executives from the U.S., U.K., and Australia. I would be participating in the advisory board in my personal capacity, not directly related to my normal duties as Chief Executive Officer of Trident Maritime Systems, LLC, a company based in the United States.

2. What is your proposed job title?

There is no designated job title, so I would use "advisory board member."

3. What will your job duties involve? If a job description is available, please attach.

I do not have a description from the employer. My understanding is that I would be one member of an advisory board examining naval shipbuilding programs, industrial base and infrastructure in Australia and advising the Minister of Defence and other Australian government officials. The only available detail provided so far is given in a letter from the Acting Secretary of Defence of Australia, which is attached for its clarification of duties.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

I expect to be reimbursed for travel expenses and paid a nominal rate typical for consulting. No details have been worked out. An estimate of expected compensation is \$(b) - \$(b) USD per day plus actual travel expenses.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

Top Secret based on SSBI.

7. What is the highest level of classified material to which you have been granted access?

TS-SCI.

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I do not know whether Australia would grant access to classified information.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

During my time as a submarine and engineering duty officer I had contact with counterparts in the Royal Australian Navy, including a visit there for a submarine rescue conference when I was a Captain.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

During my naval career I held positions of responsibility in ship and submarine design and construction including command positions in a major submarine construction program and as the navy's chief engineer for ships, submarines, aircraft carriers and their systems.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had such access. My potential consulting in this case would be based on general knowledge in areas of ship design and construction. I have made no application for any form of export.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No, and not applicable. Therefore, there is no TAA information applicable.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



03 January 2017

Signature

Date

Attachment: Letter from Australia's Acting Secretary of Defence



Australian Government
Department of Defence

**Acting
Secretary**

Telephone: (b) (6)
Facsimile: (b) (6)

SEC/OUT/2016/320

15 December 2016

(b) (6), USN (Ret)
(b) (6) tridentllc.com

Dear (b) (6)

I write to congratulate you on your appointment to the Naval Shipbuilding Advisory Board.

The Board will have a role over a number of years as the Naval Shipbuilding Plan is developed and implemented. The Board will operate under a broad remit to provide advice to the Australian Government on the development and implementation of the Naval Shipbuilding Plan, the performance of the Naval Shipbuilding enterprise, and any emerging issues pertaining to or impacting on the Naval Shipbuilding enterprise that would warrant further consideration by Government.

The Board will report to the Minister for Defence Industry, the (b) (6), though it will also provide advice to the Prime Minister and other members and co-opted members of the National Security Committee of Cabinet.

As previously advised by Professor (b) (6), the inaugural meeting of the Board will be held in Australia in the week commencing 23 January 2017.

The Department of Defence will continue to work closely with you regarding the arrangements of your appointment. My point of contact for these arrangements is (b) (6), First Assistant Secretary Naval Shipbuilding Taskforce on tel: (b) (6) or email: (b) (6) [@defence.gov.au](mailto:(b) (6)@defence.gov.au).

Congratulations again and we look forward to engaging with you on these important matters.

Yours sincerely

(b) (6)

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 9 Sep 2015	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
-------------------	--------------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIGNATURE (b) (6)	SIGNATURE (b) (6)
DATE Sept. 9, 2015	DATE 9/9/15
(b) (6)	NAME AND ADDRESS (Type or print) (b) (6) 701 South Courthouse Rd Arlington VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 9 Sep 2015
-------------------	--------------------

NAME OF (b) (6)	(b) (6)
--------------------	---------

requires that federal agencies disclose information to you, whether the disclosure is mandatory or voluntary, by what authority such information is disclosed, and whether the information will be used to identify you. You are hereby advised that authority for soliciting your Social Security Number (SSN) is precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

17 August 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN
Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is with the Defense Department of the Government of Australia as the General Manager of Submarines for the support and sustainment of the Collins Class Submarine. In this role, his duties will also include assisting with, and the selection of, private industrial partners for the design and construction of a newer class of submarine to replace the Collins Class. An initial interview visit, to be funded by the Government of Australia, is anticipated prior to beginning employment. This request is to both accept the funded interview travel as well as to accept the position upon selection. The job will be salaried by the Defense Department of the Government of Australia. There is no discussion or transaction regarding US defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office has not been notified.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) [REDACTED], USN, RETIRED

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)
[REDACTED]

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFMoran 8/21/15

Disapproved: _____

16 September 2015

From: (b) (6), USN(Ret)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. This letter requests permission to accept employment with the Ministry of Defence of Australia as a consultant regarding a new Australian submarine program.
2. I was recently contacted by former Secretary of the Navy (b) (6) and asked to join in a study for the Ministry of Defence of Australia in support of its new submarine program. The work is expected to be a review of materials being solicited by the MoD from foreign submarine designers and builders. Output would be in the form of recommendations germane to the program's planning and execution. Payment terms have not been discussed, except that travel expenses would be covered, and some reasonable consulting compensation would be paid. I presently am the Director of the Applied Research Laboratory, Pennsylvania State University. The work for the Ministry of Defence would be separate from my work at the Laboratory. I am obtaining separate permission from The Pennsylvania State University for this work for Australia.
3. As background, I retired from the Navy on 01 October 2008 after serving over 34 years on active duty. In my work at ARL Penn State, I hold a current Top Secret SCI clearance with access to several Special Access Programs.

(b) (6)
(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@verizon.net

Military Retirement Date (if applicable): 1 September 2008

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Australia

1. Who is your proposed employer and how are they connected to a foreign government? I have been asked by former Secretary of the Navy (b) (6) to participate in a panel to evaluate proposals for the Australian submarine competition. Secretary (b) (6) is working with the Australian government to assure that a fair evaluation of proposals is given, and he has tapped several US experts to help. The MoD seeks the services of submarine design and construction experts to evaluate a future program. I would be doing this short study work in my personal capacity, not directly related to my normal duties as Director, Applied Research Laboratory, the Pennsylvania State University.

2. What is your proposed job title? Consultant

3. What will your job duties involve? If a job description is available, please attach. There is no job description, but it is expected that the team will evaluate the technical, managerial, cost, and operational aspects of the proposals, and characterize their merit and risk for the Ministry of Defense.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. It is expected that travel and living expenses would be paid, and a nominal consulting fee.

5. Are you a U.S. citizen? Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Current DOD TS-SCI, DOE Q

8. What is the highest level of classified material to which you have been granted access?

DOD TS-SCI, DOE Secret - RD

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Unknown.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

See Item 12.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

In my duties as a Captain and Flag Officer, I had contact with counterparts in the Royal Australian Navy, including discussions in shipbuilding talks, visit to an Australian submarine, and liaison with the Australian Naval Attache.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

As an Engineering Duty Officer, Major Program Manager, Waterfront Project Officer, Chief Engineer at NAVSEA, and Commander, NAVSEA, I have had extensive access to design and technical data related to ships, submarines, aircraft carriers, and the systems that are part of the ships. It is because of my extensive knowledge that I have been asked to assist the RAN/MOD.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

16 September 2015

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

16 September 2015

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government, Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG (b) (6)	DATE 16 SEP 15	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
-------------	-------------------	--

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIG (b) (6)	DATE 16 SEP 15	SIGNAT (b) (6)	DATE 9-16-15
NAME (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204		NAME AND ADDRESS (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIG (b) (6)	DATE 16 SEP 15
NAM (b) (6) USN	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

17 August 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN
Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is with the Defense Department of the Government of Australia as the General Manager of Submarines for the support and sustainment of the Collins Class Submarine. In this role, his duties will also include assisting with, and the selection of, private industrial partners for the design and construction of a newer class of submarine to replace the Collins Class. An initial interview visit, to be funded by the Government of Australia, is anticipated prior to beginning employment. This request is to both accept the funded interview travel as well as to accept the position upon selection. The job will be salaried by the Defense Department of the Government of Australia. There is no discussion or transaction regarding US defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office has not been notified.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) [REDACTED], USN, RETIRED

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)
[REDACTED]

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFMoran 8/21/15

Disapproved: _____

16 September 2015

From: (b) (6), USN(Ret)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. This letter requests permission to accept employment with the Ministry of Defence of Australia as a consultant regarding a new Australian submarine program.
2. I was recently contacted by former Secretary of the Navy (b) (6) and asked to join in a study for the Ministry of Defence of Australia in support of its new submarine program. The work is expected to be a review of materials being solicited by the MoD from foreign submarine designers and builders. Output would be in the form of recommendations germane to the program's planning and execution. Payment terms have not been discussed, except that travel expenses would be covered, and some reasonable consulting compensation would be paid. I presently am the Director of the Applied Research Laboratory, Pennsylvania State University. The work for the Ministry of Defence would be separate from my work at the Laboratory. I am obtaining separate permission from The Pennsylvania State University for this work for Australia.
3. As background, I retired from the Navy on 01 October 2008 after serving over 34 years on active duty. In my work at ARL Penn State, I hold a current Top Secret SCI clearance with access to several Special Access Programs.

Very Respectfully,
(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@verizon.net

Military Retirement Date (if applicable): 1 September 2008

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Australia

1. Who is your proposed employer and how are they connected to a foreign government? I have been asked by former Secretary of the Navy to participate in a panel to evaluate proposals for the Australian submarine competition. Secretary is working with the Australian government to assure that a fair evaluation of proposals is given, and he has tapped several US experts to help. The MoD seeks the services of submarine design and construction experts to evaluate a future program. I would be doing this short study work in my personal capacity, not directly related to my normal duties as Director, Applied Research Laboratory, the Pennsylvania State University.

2. What is your proposed job title? Consultant

3. What will your job duties involve? If a job description is available, please attach. There is no job description, but it is expected that the team will evaluate the technical, managerial, cost, and operational aspects of the proposals, and characterize their merit and risk for the Ministry of Defense.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. It is expected that travel and living expenses would be paid, and a nominal consulting fee.

5. Are you a U.S. citizen? Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Current DOD TS-SCI, DOE Q

8. What is the highest level of classified material to which you have been granted access?

DOD TS-SCI, DOE Secret - RD

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Unknown.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

See Item 12.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

In my duties as a Captain and Flag Officer, I had contact with counterparts in the Royal Australian Navy, including discussions in shipbuilding talks, visit to an Australian submarine, and liaison with the Australian Naval Attache.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

As an Engineering Duty Officer, Major Program Manager, Waterfront Project Officer, Chief Engineer at NAVSEA, and Commander, NAVSEA, I have had extensive access to design and technical data related to ships, submarines, aircraft carriers, and the systems that are part of the ships. It is because of my extensive knowledge that I have been asked to assist the RAN/MOD.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

16 September 2015

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

16 September 2015

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government: Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG: (b) (6)	DATE 16 SEP 15	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIG: (b) (6)	DATE 16 SEP 15	SIGNATURE: (b) (6)	DATE 9-16-15
NAME AND ADDRESS (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204		NAME AND ADDRESS (Type or print) (b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~(have)~~ (have not) (strike out inappropriate word or words) received a security debriefing.

SIG: (b) (6)	DATE 16 SEP 15
NAM: (b) (6) USN	SIGNATURE OF WITNESS: (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
August 31, 2015

(b) (6) [REDACTED]
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) [REDACTED]
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6) [REDACTED] and (b) [REDACTED]:

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of (b) [REDACTED] U.S. Navy, Retired. The requested employment is with the Defense Department of the Government of Australia as General Manager of Submarines for the support and sustainment of the Collins Class Submarine. In this role, his duties will also include assisting with and the selection of, industrial partners for the design and construction of a newer class of submarine to replace the Collins Class. This approval is to both accept funded travel for an interview visit as well as to accept the position upon selection. The job will be fully salaried by the Defense Department of the Government of Australia.

(b) (6) [REDACTED] request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-0443.

Sincerely,

(b) (6) [REDACTED]

Senior Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6) [REDACTED], U.S. Navy, Retired

17 August 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN, RETIRED

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN
Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is with the Defense Department of the Government of Australia as the General Manager of Submarines for the support and sustainment of the Collins Class Submarine. In this role, his duties will also include assisting with, and the selection of, private industrial partners for the design and construction of a newer class of submarine to replace the Collins Class. An initial interview visit, to be funded by the Government of Australia, is anticipated prior to beginning employment. This request is to both accept the funded interview travel as well as to accept the position upon selection. The job will be salaried by the Defense Department of the Government of Australia. There is no discussion or transaction regarding US defense or other sensitive material involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office has not been notified.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) [REDACTED], USN, RETIRED

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)
[REDACTED]

LCDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 8/21/15

Disapproved: _____

21 July, 2015

From: (b) (6) (Retired)
To: Chief of Naval Personnel
Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL
Encl: (1) Foreign Government Employment Questionnaire
(2) SF 312

Dear Vice Admiral Moran,

This letter requests permission to accept travel reimbursement for an interview and, if selected, employment by the Government of Australia as their General Manager, Submarines.

The Australian General Manager, Submarines is a civil service position responsible to the Secretary of Defence for sustainment of the six Collins Class submarines, the selection of a design firm and the design of the submarine to replace the Collins Class. If selected, I will retain my US citizenship. As you know, the US Navy actively supports the Australian Submarine Force with technical information and engineering support. In addition, we run joint programs involving torpedoes and combat systems.

I served on active duty for 33 years in the US Submarine Force with a TS/SCI clearance. My contact information follows below.

Very Respectfully,
(b) (6)

(b) (6)

Phone (b) (6)
(b) (6) @gmail.com

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

(b) (6)

Phone: (b) (6)

Email: (b) (6) t@gmail.com

Military Retirement Date (if applicable): 2010 June 30

Rank/Rate (at retirement): Rear Admiral (08)

SSN (last four digits): (b)

Location of proposed employment: Canberra, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

The employer would be the Defence Department, Government of Australia.

2. What is your proposed job title?

General Manager, Submarines in the Defence Department.

3. What will your job duties involve? If a job description is available, please attach.

The primary duties will be to manage the support and sustainment of the Collins Class of submarines, to assist in the selection of industrial partners for the design and construction of the submarine that will replace the Collins Class, and to manage the design process of that future submarine. An information package prepared by the Government of Australia is included with this questionnaire.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes. This position would be a salaried position. Salary and benefits have not yet been discussed. This application must be approved in order for me to accept travel to interview as well as to accept the position and its salary.

5. Are you a U.S. citizen? Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No. I will remain a US citizen. I do not expect to be asked to execute an oath.

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

This topic has not yet been discussed; however, I believe the answer will be Yes. I anticipate being granted access to US/Australian information and could be provided special permission for Australian Only information. I am, of course, precluded from sharing any US information with Australia.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No, no direct relationship or work with Australia. I was likely in an occasional meeting with Naval Officers from the Australian Navy but did not work on any issue or matter of significance.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I served on US Navy nuclear powered submarines including command at sea. I held senior positions for the design of the Virginia Class, the construction and design of the Seawolf Class and was the officer in charge of the Ohio Replacement Program from its start until my retirement in 2010.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to technical data related to the design, development, production and manufacture of US Navy nuclear submarines and the equipment they carry. However, I am specifically precluded from

using or sharing that information. My position would be a manager of a conventional submarine program with technical information provided by the Australian Government and its design agents.

I do not know if the Australian Government has applied for an export license. There are several government agreements in place to support the Collins Class and the Future Submarine Design which may or not be of interest to the approval process.

I do not hold and have not applied for an export license for defense services.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Sign

21 July, 2015
Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signatu

21 July, 2015
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE OF EMPLOYEE, GRANTEE OR AGENT. PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE	(b) (6)	DATE	SOCIAL SECURITY NUMBER (See Notice below)
		08/17/2015	(b) (6)

(b) (6) United States Navy, Retired

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
(b) (6)	08/17/2015	(b) (6)	08/17/2015
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	
(b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204		(b) (6) USN Naval Support Facility Arlington 701 South Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE
	08/17/2015
SIGNATURE OF WITNESS	
(b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 24, 2015

(b) (5)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (5)

and (b) (5)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of (b) (5), U.S. Navy. The requested employment for VADM Harnitchek will be with the Government of the Islamic Republic of Afghanistan (GIROA) as a Senior Advisor on Logistics and Asset Management. In this role, his duties may include advising on the transfer, management and transition of military facilities to civilian use; consulting on the development and commercialization of the country's Northern Distribution Network; preparing plans for strategic management of fuel and wheat reserves; and advising on the development of a national logistics strategy for pipelines and fiber optics. The GIROA will pay for his travel and accommodations while in country but no additional compensation is anticipated.

(b) (5)'s request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (5).

Sincerely,

(b) (5)

LCDR, JAGC, USN
Deputy Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (5), U.S. Navy

20 July 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6) USN
Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment for (b) (6) will be with the Government of the Islamic Republic of Afghanistan (GIROA) as a Senior Advisor on Logistics and Asset Management. In this role, his duties may include advising on the transfer, management and transition of former International Security Assistance Force military facilities to civilian use; consulting on the development and commercialization of the country's northern distribution network; preparing plans for strategic management of fuel and wheat reserves; and advising on the development of a national logistics strategy for pipelines and fiber optics. The GIROA will pay for his travel and accommodations while in country but no additional compensation is anticipated. There is no discussion or transaction regarding U.S. defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (5) , USN

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (5)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 7/24/15

Disapproved: _____

9 July 2015

From: (b) (6), USN (Ret)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

This letter requests permission to accept employment with the President of the Government of the Islamic Republic of Afghanistan (GIROA) as a Senior Advisor on Logistics and Asset Management.

This position will be in Kabul at the National Security Council (NSC) Headquarters. As a Senior Advisor, I will advise the President and NSC on matters related to logistics and asset management. Focus areas may include:

- Transfer, management and transition to civil use of facilities on former ISAF military installations;
- Development and commercialization of the Northern Distribution Network as a priority for Afghanistan's trade and transit strategy;
- Prepare a plan for strategic fuel reserves across Afghanistan including efficacy of existing commercial assets;
- Prepare a plan for strategic reserves of staple foodstuffs such as wheat;
- Advise on development of the transportation sector; and,
- Advise on development of a national logistics strategy with a focus on energy pipelines, railways, roads, fiber optics and air logistics.

The GIROA will bear the cost of travel and accommodations while in Afghanistan. No other compensation is currently planned.

Bia —

I DON'T ANTICIPATE THIS
TO BE MORE THAN A FEW
TRIPS TO AFGHANISTAN
DURING THE YEAR... THANKS
IN ADVANCE FOR WORKING THIS.

Very Respectfully

(b) (6)

VR, (b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial): (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Military Retirement Date (if applicable): 1 January 2015

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX(b) (6)

Location of proposed employment: Kabul, Afghanistan

Who is your proposed employer and how are they connected to a foreign government?
President of the Government of the Islamic Republic of Afghanistan

What is your proposed job title? Senior Advisor on Logistics & Asset Management

What will your job duties involve? If a job description is available, please attach. The Senior Advisor will be based at the National Security Council headquarters and will advise the President and NSC on all matters related to logistics and asset management issues. Areas of focus may include:

- Transfer, management and transition to civil use of facilities on former ISAF military installations.
- Development and commercialization of the Northern Distribution Network as a priority for Afghanistan's trade and transit strategy.
- Prepare a plan for strategic fuel reserves across Afghanistan including efficacy of existing commercial assets.
- Prepare a plan for strategic reserves of staple foodstuffs such as wheat.
- Advise on development of the transportation sector.
- Advise on development of a national logistics strategy with a focus on energy pipelines, railways, roads, fiber optics and air logistics.

Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. The GIROA will bear the cost of travel and accommodation.

Are you a U.S. citizen? Yes

Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

What is the highest U.S. security clearance that you have held? TS SCI

What is the highest level of classified material to which you have been granted access? TS SCI

Have you had access to Special Access Programs? Yes

Will you be working with classified information as part of your foreign employment? If yes, please explain. No.

Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes. I have worked with TRANSCOM, CENTCOM, ISAF, USFOR-A, the Defense Logistics Agency and the GIROA on matters involving transportation, procurement and distribution of commodities such as fuel, food, medical equipment, repair parts, the retrograde of unit equipment and sustainment and the disposal and disposition of excess supplies and equipment.

Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes: Director, USCENTCOM Deployment and Distribution Center for Operations Iraqi and Enduring Freedom, Director for Strategy, Policy, Programs and Logistics, USTRANSCOM, Deputy Commander, USTRANSCOM and Director, Defense Logistics Agency.

Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? No.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



Signature & Date

7 JULY 15

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

DATE _____

SOCIAL SECURITY NUMBER (See Notice below)

7 JULY 15

(b) (6)

7. PROVIDE: NAME, ADDRESS, AND IF APPLICABLE, FEDERAL SUPPLY CODE

DEFENSE LOGISTICS AGENCY.

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

**THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.**

(b) (6)

(b) (6)

DATE _____

DATE 7/7/15

DATE _____

7/20/15

NAME AND ADDRESS (Type or print)

E AND ADDRESS (Type or print)

(b) (6)

(b) (6)

701 S. Courthouse Road
Rm 4T035
Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)

DATE _____

7 JULY 15

NAME OF WITNESS (Type or print)

SIGNATURE OF WITNESS

(b) (6)

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is disclosed, and whether the information is being disclosed to you or to another person. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). YOUR SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you from being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 13, 2015

(b) (6)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)

Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
2201 C Street, NW
Washington, DC 20520

(b) (6)

and (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of (b) (6), U.S. Navy (Retired). The requested employment for (b) (6) will be with AECOM, a US-based engineering firm serving on a contract with the United Kingdom Ministry of Defense (UKMOD) to modernize the Royal Navy Base at Faslane, Scotland to berth larger submarines. (b) (6) will serve as the "Senior Responsible Owner" (SRO) to manage construction contracts, manage contract delivery and monitor contractor performance. As SRO, he will be compensated by AECOM vice directly from the UKMOD.

(b) (6)'s request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (b) (6)

Sincerely,

(b) (6)

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Employment Request Package,
(b) (6), USN, (Ret.)

7 July 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6), USN (ret)
Request for Foreign Employment
and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for (b) (6) will be with AECOM, a US-based engineering firm serving on a contract with the United Kingdom Ministry of Defense (UKMOD) to modernize the Royal Navy Base at Faslane, Scotland to berth larger submarines. (b) (6) will serve as the "Senior Responsible Owner" (SRO) to manage construction contracts, manage contract delivery and monitor contractor performance. As SRO, he will be compensated by AECOM vice directly from the UKMOD. There is no discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

3. (b) (6) proposed employment does not involve the transfer of technology.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RET.)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: HJF/Mon 7/12/15

Disapproved: _____

19 June 19, 2015

From: (b) (6), USN (ret.)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with AECOM as a Project Director.
2. AECOM is a large US architectural and engineering firm which undertakes construction and infrastructure management projects around the world. One of these projects is the recapitalization of the Royal Navy base in Faslane, which must undergo modernization in anticipation of the arrival of a new class of submarine. AECOM is subcontractor to Capita PLC in this effort. The duties of the position in question are to direct, manage, and coordinate with established and to be established contractors, the modernization and expansion of the Faslane Submarine Base in Scotland to meet the new submarine build and readiness schedule and scope. My compensation will be paid by AECOM in the form of salary paid biweekly. AECOM is a subcontractor to a contractor (Capita PLC), hired to develop infrastructure for a foreign government (the UK). I do not believe that by taking this position with AECOM I become an employee of a foreign government. I submit this questionnaire in an abundance of caution in order to avoid any question of impropriety of my employment by AECOM.
3. I retired with nearly 30 years of service and hold a TS/SCI clearance.

(b) (6)

, USN (ret.)

Program Summary and Prospective Position**United Kingdom Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO)****Strategic Business Partner (SBP) Program**

June 7, 2015

WORKING PAPER FOR DISCUSSION WITH (b) (6)

Background: The UK's Ministry of Defence established the Defence Infrastructure Organisation (DIO) on 1 April 2011, to deliver the facilities and services that defence personnel need to live, work, train, and deploy at home and overseas. In April 2014, the MOD concluded a multi-year acquisition process and competitively awarded a 10-year, "Strategic Business Partner" (SBP) Contract to a team consisting of Capita plc, and URS Corporation (now AECOM), with support from PA Consulting to provide this service delivery across all of the MOD.

Under the arrangement, the SBP Management Team is "insourced" into the DIO to manage the day-to-day operations of the MOD estate. Specifically, the Management Team is responsible for the improvement of operations and maintenance of the estate, introducing new plans, procedures and techniques for service delivery. Further the SBP Management Team manages the capital works programme for the DIO and implement a new discipline to maintain scope, schedule and budget, while also evaluating the estate and establishing a new footprint strategy to downsize the estate while increasing force readiness. The current annual spend rate by the MOD that is managed by the SBP for the DIO is ~ (b) (4), (b) (6).

The SBP Management Team is lead by a 3-Star equivalent civilian designated as the Chief Executive of the DIO, seconded from the SBP Partners. Organizationally, a 2-star equivalent is the responsible Director for Project and Programme Delivery (PPD), which include major capital programs. These programmes include but are not limited to planning, contracting and coordinating the modernization and expansion of the Faslane Submarine Base in Scotland to support the new submarine programme for the UK's nuclear deterrent that is integral to the US-UK transatlantic defense alliance and treaty. All SBP Management personnel are seconded into the DIO organization with delegations of authority to fulfill their responsibilities.

Possible Position(s) being discussed for hire in AECOM:

Under its responsibilities with the MOD, AECOM as the major partner in the SPB, is recruiting for the Project Director and in UK terminology, a "Senior Responsible Owner – SRO", to direct, manage, and coordinate with established and to be established contractors, the modernization and expansion of the Faslane Submarine Base in Scotland to meet the new submarine build and readiness schedule and scope. The position will be based in the United Kingdom and is ready for filling immediately. The position is provisionally described as:

- **AECOM DIO Director and Senior Responsible Owner (SRO) – Royal Navy Project – Faslane**

AECOM PROPRIETARY

- Senior AECOM Manager in the SBP overseeing the Faslan contracts with scope and schedule responsibility for overall contract management, contract performance, client relationships and contract services delivery for the Faslane project in the DIO
- Senior Manager will be Security Cleared (SC/List X – US Top Secret + equivalent)
- Project value to exceed £ (b) (4)

In addition, over the next several months, the current Director for DIO Projects and Programme Delivery, a 2-Star equivalent position, will move from the DIO to elsewhere in the MOD and it is anticipated and planned, for the Tony to move into the position of **AECOM DIO Director for PPD** overseeing all major projects in the organization which will encompass not only the Faslane program – a critical path project, but other major MOD infrastructure projects and programmes under the direction of the DIO.

All interactions are with UK Government and/or military personnel, and at no time involve representation or promotion of US Government interests or activities. An overview of the DIO is attached to this paper

Review Need:

An ethics and conflict of interest review from Navy Counsel is requested to verify no restrictions exist if the above positions above are offered/accepted.

AECOM Contacts:

AECOM Executive Management:

(b) (6)
Group Executive Vice President
AECOM – Management Services
International & Special Projects
20501 Seneca Meadows Pkwy; Ste 300
Germantown, MD 20876
Cell: (b) (6)
Office: (b) (6)
Email: (b) (6)@aecom.com

AECOM Senior Manager – DIO SBP

(b) (6)
Director Service Delivery
Defence Infrastructure Organisation
Kingston Road | Sutton Coldfield
| West Midlands | B75 7RL
Civ: (b) (6) | Mil: (b) (6)
Mobile: (b) (6)
Office: (b) (6)
Email DIO SD-Dir (b) (6) SCS (b) (6)@mod.uk

AECOM Legal Office

(b) (6)
Attorney, AECOM Management Services
AECOM – Management Services
20501 Seneca Meadows Pkwy; Ste 300
Germantown, MD 20876
Cell: (b) (6);
Email: (b) (6)@aecom.cm

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

Phone (b) (6)

Email: (b) (6) .@gmail.com

Military Retirement Date (if applicable): 31 December 2013

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX-XXXX(b)

Location of proposed employment: Faslane, Scotland, United Kingdom

1. Who is your proposed employer and how are they connected to a foreign government? My employer is AECOM. The UK MoD has contracted with AECOM for the modernization and expansion of the Faslane Submarine Base in Scotland to meet a new submarine build, readiness schedule and scope.

I do not believe that I am to be a Foreign Government Employee; I submit these documents in an abundance of caution to avoid any question of the nature of this employment.

2. What is your proposed job title? AECOM DIO Director and Senior Responsible Owner (SRO) – Royal Navy Project – Faslane

3. What will your job duties involve? If a job description is available, please attach. Senior AECOM Manager overseeing the Faslane contracts with scope and schedule responsibility for overall contract management, contract performance, client relationships and contract services delivery for the Faslane project.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. Salary is \$(b) (4), per year paid by AECOM and not affected by the UK government.

5. Are you a U.S. citizen? Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No.

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No, I will not be working with US classified information.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. No.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? No.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign

that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

6/20/2015

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

(b) (6)

I certify

that I have a current United States security clearance.

Signature

Date

6/20/2015

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)			NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.	
SIGNATURE		DATE	SOCIAL SECURITY NUMBER (See Notice below)	
		19 JUNE 2015	(b) (6)	
ORGANIZATION NUMBER	EMPLOYEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE			

AECON

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
(b) (6)	6/19/15		
(Type or print)		NAME AND ADDRESS (Type or print)	
(b) (6)			

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to obtain classified information; and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE	DATE
(b) (6)	19 JUNE 2015
NAME OF WITNESS (Type or print)	(b) (6)
(b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies disclose to you, upon request, the information they have about you, and the authority by which they obtained the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

3 June 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6) Request for Foreign Employment and
Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. (b) (6) (Ret) requests permission to enter into a consulting agreement with the Icelandic Embassy in Washington, DC to provide advice and counsel to the Icelandic Ambassador on Defense matters and policies of the United States defense establishment and the North Atlantic Treaty Organization (NATO). Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the possible transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office need not be consulted.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RET.)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WJL/ma 6/14/15

Disapproved: _____

26 May 2015

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. I hereby request permission to accept employment with Icelandic Ambassador to the United States, as an Independent Consultant.
2. I will be an Independent Consultant to the Icelandic Ambassador to the United States. I will be providing advice and counsel on a full range of defense matters and policy that involve the Defense establishment of the United States and that of NATO. I will be paid by the Embassy of Iceland by check each month in the amount of (b) (4). The Ambassador is a direct representative of the Icelandic government.
3. I served from: July 1959 to 5 June 1963 as a Midshipman in the United States Naval Academy. I then served from 5 June 1963 to 1 October 1996 on active duty in the United States Navy. The highest security clearance I held was Top Secret SCI.

Very Respectfully,

(b) (6)



EMBASSY OF ICELAND

Washington, D.C.

House of Sweden, 2900 K Street, N.W. #509

Washington, D.C. 20007

Tel: +(1 202) 265 6653, fax: +(1 202) 265 6656
icemb.wash@utn.stjr.is, www.iceland.org/us

Washington, D.C., May 11, 2015

Ref: WAS15050001/77.A.001

ÁH/--

Dear (b) (6)

As you know, I have been appointed as the Icelandic Ambassador to the United States.

I am delighted with this posting and am looking forward to enhancing the historic relationship between our two nations. A fundamental cornerstone of this relationship is the mutual membership of our two nations in NATO and the bilateral defense treaty of 1951.


Since Iceland does not have a military, we do not have the same level of expertise that most nations with military forces and embassies in the United States have. This places my Embassy and me at a disadvantage with respect to the myriad of defense policies emanating from the Department of Defense and other defense-related institutions.

I would therefore like to invite you to become a personal advisor to me on all defense matters and policies of the United States.

You, among all your colleagues, both civilian and military, are ideally suited for providing me the needed advice and counsel. This is based on your extensive military operational experience in Iceland during your years of postings in the country, your service as the U.S. and NATO Commander of the Icelandic Defense forces, your service as the Chief Negotiator for the removal of all U.S. forces from Iceland in 2006 and finally, your exceptional knowledge of the Icelandic People and the defense policies of the Government of Iceland.

The proposed contract for this policy advice is contained in attachment (a) to this letter. The contract will not be in force until your service in this capacity is approved by the United States Secretary of the Navy.

Sincerely,



Geir H. Haarde
Ambassador

Attachment: (a) Contract

CONTRACT

The following is a contract between the Embassy of Iceland in Washington and the (b) (6), an Independent Consultant. The provisions of this contract are contained below.

DUTIES

(b) (6) will report directly to the Icelandic Ambassador to the United States and will provide advice and counsel on all matters involving the defense policies of the United States. He will remain alert to any potential changes in the defense relationship with the officers of the various military and civilian departments that maintain an interest in the continuing defense matters involving United States and Iceland, and when appropriate introduce those individuals to the Icelandic Ambassador.

Meetings between (b) (6) and the Icelandic Ambassador will be agreed on an *ad hoc* basis.

The nature of the duties and responsibilities are expected to be accomplished in Washington, D.C. Travel to Iceland or other places will not be expected, except as directed and approved in advance by the Ambassador.

RETAINER AND REIMBURSEMENTS

In return for the duties performed under this contract, Mr. Hall will be paid USD (b) (6) - each month. The pay would be due the last day of each month, beginning with completion of the first month of service.

(b) (6) will be responsible for the payment of his own taxes, local, state and federal. He will be provided at the end of year an accounting of the total pay received. If additional expenses for travel or other activities are incurred and approved in advance by (b) (6), such expenses will be reimbursed.

EXCLUSIONS

The use of, handling of or discussions of classified material are not a part of this agreement and will not be considered at any time.

The U.S. citizenship of the (b) (6) will not be affected in any way by any of the provisions of the agreement.

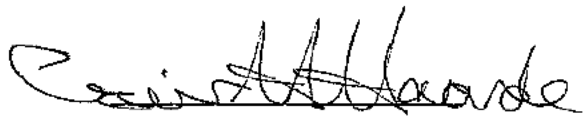
Attachment (a)

REPORTING REQUIREMENTS

(b) (6) will be required to accomplish all the registering as a foreign agent under the provisions of United States Law and will be required to pay all yearly fees due under those laws. He is also required to maintain knowledge of and compliance with all other laws and statutes of the United States involving his activities as a result of this agreement.

EMBASSY OF ICELAND:

By:



Ambassador Geir H. Haarde

Date: May 11, 2015

INDEPENDENT CONSULTANT

By:

(b) (6)

(b) (6)

Date: May 12, 2015

Attachment (a)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)
(b) (6)

Email: (b) (6)@yahoo.com

Military Retirement Date: 1 October 1996

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-(b) (6)

Location of proposed employment: Icelandic Embassy, Washington, DC

1. Who is your proposed employer and how are they connected to a foreign government?

Ambassador Geir Haarde, Icelandic Ambassador to the United States

2. What is your proposed job title? Independent Consultant to the Icelandic Ambassador

3. What will your job duties involve? If a job description is available, please attach. Provide advice and counsel to the Icelandic Ambassador on Defense matters and policies of the United States Defense establishment Military and NATO. See Ambassador Haarde ltr dtd 11 May 2015, and Attachment (a).

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. \$(b) (6) month; a set fee unless changed in the future. See Attachment (a) to Ambassador Haarde ltr dtd 11 May 2015.

5. Are you a U.S. citizen? Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No.

7. What is the highest U.S. security clearance that you have held? Top Secret, Compartmented

8. What is the highest level of classified material to which you have been granted access? Top Secret, Compartmented.

9. Have you had access to Special Access Programs? Yes.

10. Will you be working with classified information as part of your foreign employment? Absolutely not.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? Yes. I had two tours of duty in Iceland: (1) 1982-1985, as Chief of Staff to the Commander Fleet Air Keflavik; and (2) 1989-1992, as the Commander of the Iceland Defense forces. In 2006, I was assigned as the Chief Negotiator for the removal of the United States Force from Iceland, which was completed on 30 September 2006.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. As indicated above in paragraph 11, I was the Chief of Staff to the Commander Fleet Air Keflavik from 1982 to 1985, and finally as the Commander of the Iceland Defense Forces from 1989-1992.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? During my career, I did not work in the design, development, production or manufacture of defense articles. I was an operational user of defense articles and equipment. As an independent consultant, I will not be required to work on the design, development, production or manufacture of defense articles.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN**(b) (6)****AND THE UNITED STATES**

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

SIG (b) (6)	DATE 5/26/15	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIG (b) (6)	DATE 5/26/15	SIGNATURE (b) (6)	DATE 5/26/15
NAME (b) (6)		(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 5/26/15
NAME OF WITNESS (Type or print) (b) (6)	SIG (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies I information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

15 April 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b) (6)'s Request for Foreign Employment and
Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. (b) (6) requests permission to accept employment as a Program Director with Irving Shipyard, Inc., Halifax, Canada owned and operated by Irving Shipbuilding Inc. Irving Shipbuilding Inc., is a privately owned shipbuilding company that builds and maintains vessels for the Canadian Navy and Coast Guard as well as commercial entities. It appears from the Irving Shipbuilders, Inc., website that a majority of its work is from the Canadian government. Although (b) (6) employment will not be directly controlled by the Canadian government, his salary will be paid from profits derived directly from the Canadian government. It is my opinion that this employment meets the definition of Foreign Government Employment applicable under 37 U.S.C. 908. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is appropriate in this case.

3. This agreement does not involve the possible transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office need not be consulted. As noted in (b) (6) request, the needs of the Navy require him to maintain his security clearance until September 1st, 2015, at which time he will be debriefed.

4. Using the criteria established by SECNAV in reference (b), it is considered that the civil employment involved will not

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6) [REDACTED], USN

adversely affect the foreign relations of the United States,
enable a foreign government to exert undue influence upon the
United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)
[REDACTED]

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: HJFMon 4/23

Disapproved: _____

15 April 2015

From: (b) (6), USN, XXX-XX-(b)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire, dtd 13 APR 2015
(2) Classified Information Nondisclosure Agreement (SF 312), signed 15 APR 2015
(3) Memorandum for Record from NAVSEA SSO Regarding Retirement Security

Debrief Schedule, dtd 15 APR 2015

(4) Irving Shipbuilding Inc. Background Information

1. Admiral, this letter requests permission to accept employment with Irving Shipbuilding Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. The position that I have been offered is that of Program Director, Canadian Surface Combatant Program for Irving Shipbuilding Inc.

2. Irving Shipbuilding Inc. builds and maintains vessels for the Canadian Navy and Coast Guard. In addition, the yard performs private sector marine repairs and construction. My duties will involve performing as the Program Director for the Canadian Surface Combatant; involving ship design, construction and delivery. My salary will be direct project funds paid from revenues received by Irving Inc. from the Canadian Government for work on the Canadian Surface Combatant program.

3. In my 31 years of Naval service, I have had extensive experience with U.S. Navy ship repair, modernization and new construction, including acquisition, development, integration, testing, fielding and lifecycle management of U.S. Navy and Coast Guard combat systems. I served as the Major Program Manager for Above Water Sensors for 3 1/2 years, Commander of the Naval Surface Warfare Center (2 yrs), Fleet Maintenance Officer (2 yrs) and as NAVSEA Director for Surface Warfare (1 yr). I will be expected to bring my knowledge and experience running large acquisition organizations involving the procurement and integration of ships, systems and equipment to my new employment.

4. I have had experience with U.S. Navy ship and systems design as well as operational methods and practices. However, I WILL NOT be required to use any of this knowledge or transfer any of this information in my employment. I remain bound by the terms of my U.S. Navy security clearance. I am currently cleared for Top Secret information and granted access to Sensitive Compartmented Information and will be debriefed out of security programs on 1 SEP 2015, before my retirement (enclosures (2) and (3) refer).

(b) (6)



13 APR 2015

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)@navy.mil

Military Retirement Date (if applicable): Requested retirement date of 01 October 2015 (start terminal leave 03 September 2015).

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment:

Halifax, Nova Scotia, Canada.

1. Who is your proposed employer and how are they connected to a foreign government?

Irving Shipbuilding Inc., Halifax, Nova Scotia, Canada. Irving Shipbuilding Inc. is a privately owned business not controlled by the Canadian or other foreign government. However, the principle customer for the shipyard is the Canadian Government. Irving Shipbuilding, Inc. has contracts with the Canadian Government to build Arctic Offshore Patrol Craft vessels and the Canadian Surface Combatant ships.

2. What is your proposed job title?

Canadian Surface Combatant Program Director, Irving Shipbuilding, Inc.

3. What will your job duties involve? If a job description is available, please attach.

Full profit and loss responsibility, and strategic direction for the business which deals with construction and repair of Canadian Navy and Coast Guard and private sector vessels, particularly management of the Canadian Surface Combatant program for Irving Shipbuilding Inc.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes. I will be paid as a salary employee of Irving Shipbuilding, Inc. My salary of \$(b) (4), will be direct project funds paid from revenues received from the Canadian Government for work on the

Canadian Surface Combatant program. My level of pay will not be directly influenced by the foreign government with which I will be working.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No. I will not be required to, and am not planning to, execute an oath to Canada, alter my U.S. Citizenship or obtain foreign citizenship.

7. What is the highest U.S. security clearance that you have held?

I am currently cleared for Top Secret information and granted access to Sensitive Compartmented Information and Special Access Programs based on an Office of Personnel management (OPM) Single Scope Background Investigation (SSBI) Periodic Reinvestigation (SBPR) closed on 7 August 2012 and Department of the Navy Central Adjudication Facility (DONCAF) Director, Central Intelligence Directive (DCID) completed on 17 August 2012.

8. What is the highest level of classified material to which you have been granted access?

I have been granted access to Sensitive Compartmented Information and Special Access Programs.

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I will not be working with any U.S. Government classified information. I will be required to obtain a Canadian Security Clearance. I will not be required to be a Canadian citizen to obtain a Canadian Security Clearance.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I have only had dealings with the Canadian Navy to share Navy program and operational lessons learned of a general, unclassified nature. Recently, the Canadian Government requested assistance from a program office in my directorate to set up a Canadian Government program office for the Canadian Surface Combatant. I have not been directly involved in this effort and have recused myself from potential future involvement.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, as an active duty Naval Officer, I have had extensive experience with U.S. Navy ship repair and modernization, particularly with combat, C4I and Hull/mechanical/electrical systems. I have also had extensive experience with acquisition, development, integration, testing, fielding and lifecycle management of U.S. Navy and Coast Guard combat systems. I served as the Major Program Manager for Above Water Sensors for more than three years. Experience included strategic planning, contracting, program control, budgeting and cost estimating, workforce management, union relations, and profit/loss responsibilities. Although I will not be employed by the Canadian Government, the experience I gained while in uniform is relevant to the work I will perform for Irving Shipbuilding, Inc. on the Canadian Surface Combatant program.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes. I have had access to technical data (classified, unclassified, and software) related to the design, development, production, manufacture, etc. of defense articles. Specifically, I have had extensive experience with U.S. Navy ship repair and modernization, particularly with combat, C4I and Hull/mechanical/electrical systems. I have also had extensive experience with acquisition, development, integration, testing, fielding and lifecycle management of U.S. Navy and Coast Guard combat systems. I served as the Major Program Manager for Above Water Sensors for more than three years as well as the Commander of the Naval Surface Warfare Center Command (2 yrs), Fleet Maintenance Officer (2 yrs) and as the Director for Surface Warfare ("SEA 21", 1 yr) for the Naval Sea Systems Command. Experience included strategic planning, contracting, program control, budgeting and cost estimating, workforce management, union relations, and profit/loss responsibilities. I have also had experience with U.S. Navy ship and systems design as well as operational methods and practices.

However, I WILL NOT be required to use any of this knowledge or transfer any of this information in my employment. I remain bound by the terms of my U.S. Navy security clearance.


In my new job, I will be expected to use my experience running large acquisition organizations involving the procurement and integration of ships, systems and equipment, most especially combat systems, C4I systems and hull/mechanical/electrical systems and equipment.

I WILL NOT be required to bring any U.S. technology or combat systems or warship design practices. This employment WILL NOT result in the transfer or release of U.S. technology to a foreign government.

Neither my employer nor I have applied for or received an export license for the defense services that are being offered.

I have not been debriefed out of security programs as of this date due to the responsibilities associated with my Active Duty Navy position, which require me to retain my clearance up until retirement. Upon retirement, I will ensure that I am debriefed out of security programs and fully comply with all requirements regarding disclosure of classified information. I have consulted with my SSO to ensure I am properly debriefed upon retirement from the U.S. Navy.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

Sig 
RDML, USN

13 APR 2015
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6), USN AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

SIGNATURE (b) (6)	DATE 13 APR 2015	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

NAVSEA HQ
1333 Isaac Hull Ave, SE
Washington navy Yard
Washington, DC 20376

***PLEASE NOTE: I have not been debriefed out of security programs as of this date due to the responsibilities associated with my Active Duty Navy position, which require me to retain my clearance up until retirement. Upon retirement, I will ensure that I am debriefed out of security programs and fully comply with all requirements regarding disclosure of classified information. I have consulted with my SSO to ensure I will be properly debriefed upon retirement from the U.S. Navy.

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)
DATE 15 Apr 15	DATE 15 Apr 15
NAME AND ADDRESS (Type or print)	NAME AND ADDRESS (Type or print)
NAVSEA HQ 1333 Isaac Hull Ave, SE Washington navy Yard Washington, DC 20376	NAVSEA HQ 1333 Isaac Hull Ave, SE Washington navy Yard Washington, DC 20376 NAVSEA OOG SIO, SSO, SAPCO

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit any classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any person to solicit classified information, and that I ~~have not~~ (strike out inappropriate word or words) received

SECURITY DEBRIEFING IS SCHEDULED FOR 1 SEP 2015

SIGNATURE (b) (6)	DATE 15 APR 15 15 SEP 15
NAME (b) (6)	(b) (6) SIO, SSO, SAPCO

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

STANDARD FORM 312 BACK (Rev. 1-00)



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE
WASHINGTON NAVY YARD DC 20376

IN REPLY REFER TO:

15 April 2015

MEMORANDUM FOR RECORD

FROM: (b) (6) (SEA 00G)
TO: (b) (6)
SUBJ: RETIREMENT DEBRIEF SCHEDULE

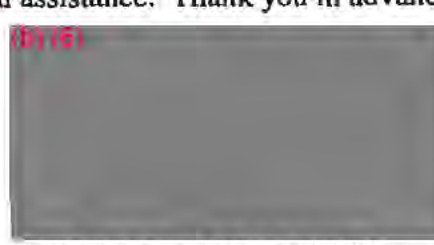
1. Congratulations on your retirement.
2. This memorandum serves to provide validation that you are currently scheduled to attend your security debrief and read-outs on **1 September 2015**. You are to report directly to suite (b) (6) at **10:00 a.m.**; at this time you will be debriefed out of all security programs.
3. If you have any questions, please do not hesitate to contact me directly or (b) (6) at (b) (6) for additional assistance. Thank you in advance.

(b) (6)



Naval Surface Warfare Center

(b) (6)



SIO, SSO, SAPCO, STILO

ENCL (3)


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Projects



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Irving Shipbuilding Inc. (ISI) has a history rich with impressive projects, a present dedicated to exciting new undertakings and a future full of interesting prospects

They clearly illustrate the wide-ranging skills, depth of resources and full-service capabilities we can put to work for you

Current Projects

Government/Military New Construction

- Mid-Shore Patrol Vessels (MSVPs) for the Canadian Coast Guard (Build 9 vessels, delivery 2011-2014)

Repair/Upgrade

- Frigate Life Extension (FELEX) Program - Canadian Patrol Frigates for the Royal Canadian Navy (Upgrade 7 vessels, scheduled completion in 2018)

Commercial Repair/Upgrade

- Many different diverse projects including tankers, RoRo ice class ferries, container vessels, bulk carriers, self unloaders, offshore vessels

Past Projects

Government/Military New Construction

- Canadian Patrol Frigate Project (CPFP) - 12 Halifax Class Frigates
- Maritime Coastal Defense Vessels (MCDVs) - 12

Repair/Upgrade

- Numerous Frigates, Destroyers, & Supply Vessels

Conversion

- Louis S. St. Laurent

Offshore

New Construction

- UT 755LN Platform Supply Vessel (for Encana's Deep Panuke Project)
- Semi-Submersible Drill Rigs
- Acker H3 2 Semi Submersible Drill Rig for Bow Valley Drill Ship
- South Venture Topside
- Erik Raude - Fifth Generation Cold-Weather Rig
- Twin Drilling Derricks for the Hibernian Platform
- White Rose FPSO
- Cohasset and Panuke Fields Topsides (Canada's first offshore oil developments)

Repair/Upgrade

- Various Rigs maintained, upgraded and commissioned including
- Glomar Grand Banks Semi-Submersible Drill Rig
- Semi-Submersible Rig Accommodation

**Commercial
New Construction**

- Standard Tugs (Z-Drive Reverse Tractor Tugs)
- 38,000t dwt tankers for Exxon (3 clean, 4 dirty)
- 38,000t dwt tankers Shell UK (6 clean)
- Ice class tankers for Irving Oil (6 vessels)
- Standard tugs (Z-Drive Reverse Tractor Tugs) – (Over 30 for various customers)
- LNG tugs
- Icebreaking Anchor Handling Tug Supply Vessels
- UT 722 Anchor Handling Tug Supply Vessels
- UT 722L Anchor Handling Tug Supply Vessels
- RoRo Ferry
- 750 TEU Container Ships

Upgrade/Repair**Conversion**

- Fishing Trawler to a 2D 3D Seismic vessel.
- Cape Breton Highlander from a bulk carrier to a self loader

**Fabrication
New Construction**

- Scrubber Trunking for USA Coal Fired Power Stations
- South Venture Topside
- Erik Raude – Fifth Generation Cold-Weather Rig
- Twin Drilling Derricks for the Hibernian Platform
- 38,000t dwt tankers for Exxon (3 clean, 4 dirty)
- 38,000t dwt tankers Shell UK (6 clean)
- Ice class tankers for Irving Oil (6 vessels)
- Standard tugs (Z-Drive Reverse Tractor Tugs) – (Over 30 for various customers)
- LNG tugs
- Icebreaking Anchor Handling Tug Supply Vessels
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- UT 722L Anchor Handling Tug Supply Vessels
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Upgrade/Repair**Conversion**

- Fishing Trawler to a 2D 3D Seismic vessel
- Cape Breton Highlander from a bulk carrier to a self loader

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Irving named prime contractor for Canadian surface combatant warships

Owner of shipyard building new combat vessels will oversee project, hire subcontractors

By James Cudmore, [CBC News](#) Posted: Jan 20, 2015 4:29 PM ET Last Updated: Jan 20, 2015 4:34 PM ET

A major decision in the federal government's nearly \$26-billion program to build new combatant ships for the navy has been made behind closed doors and announced only quietly today at a meeting of defence industry insiders.

The government announced Tuesday that Irving Shipbuilding in Halifax will be the prime contractor on the 15-ship Canadian surface combatant program.

- [Interactive: New ships for Canada's navy, coast guard](#)
- [Ottawa, Irving reach deal on Arctic ships](#)

That program is seen to be the crown jewel in the government's \$35-billion national shipbuilding procurement strategy to rebuild the capital fleet. Irving was long ago selected to build all the military's combat ships, but Tuesday's announcement also puts Irving in charge of almost the entire project.

That status theoretically affords the privately held company the opportunity to take profit as both shipbuilder and prime contractor. It would also give Irving significant power or sway in decisions about which subcontractors are invited to participate in the program, and at what price.

The government has not said how much the contract is worth, but the value of the prime contractor position is significant enough to have attracted the interest of large defence contractors such as Lockheed Martin, DCNS, Thales and others. Some of those companies will likely also bid on other key parts of the ship program and had their own stakes in being named prime contractor.

Prime contractor does the hiring

The position is best explained as akin to the general contractor in home building or renovation. The general contractor oversees the project but also hires all the subordinate trades, including roofers, plumbers, carpenters, drywallers, electricians and others.

The government in effect has decided to make Irving both carpenter and general contractor. It's done this after soliciting the defence industry for feedback about the way ahead.

As part of the shipbuilding procurement program, the government has been consulting with industry.

There were at least five options under consideration, all but one of which included competition as a key part of the process. The fifth, a "shipyard-led process," appears to leave much of the decision-making up to Irving, making the builder responsible "for demonstrating that each of the selections satisfies Canada's operational and contractual requirements," according to public contract documents.

It's not clear to what extent these processes have evolved since they were first made public in 2013.

Alan Williams, the Defence Department's former head of procurement, said the strategy is guaranteed to be confusing.

"No one really understands what's going on, and I think [the government] prefers to keep it that way," he told CBC News.

Williams said the government should have held a competition to determine who would be prime contractor on the multibillion-dollar project.

"A prime [contractor] determined by the government is a problem in the sense that it has determined who is going to be accountable for the product, and where it is going to be built."

Under such a system, teams of contractors would group together and compete with other teams to win the government's business. The only restriction in this context is that Irving would always remain the builder. In this case, that process is skewed, Williams said.

"In other words, \$26 billion or so will go to Irving and they will decide who will get to help build these ships, under what terms and conditions."

"Of course, their primary interest and responsibility isn't to the Canadian taxpayer, isn't to the government, isn't to the navy, but it's to their shareholders."

Competitive process more cost-effective?

Much of that would also be true if another company were made prime contractor, but Williams said a fight between rivals to win the government's work would encourage better outcomes at lower costs.

"It would be much more cost-effective through a competitive process."

The decision to make a builder the prime contractor was always an option under the shipbuilding program, but the decision to award it to Irving surprised some defence insiders.

A source familiar with the government plan suggests the decision is smart, because it makes Irving accountable to the government for the entire project.

Typically, large projects of this sort have one team in charge of project definition and design and another in charge of the build and the complicated combat systems integration process. The transition between teams sometimes becomes difficult and hard to manage, as one group is forced to implement another contractor's plan.

In this case, the source says, the government has reduced that risk by having one company run both sides of the effort.

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DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370

N00L

April 10, 2015

(b) (6)

Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)

U.S. Department of State
Bureau of Political-Military Affairs
Office of International Security Operations
2201 C Street, NW
Washington, DC 20520

(b) (6)

and (b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of (b) (6), USN (Ret.). The requested employment is in the form of a consulting agreement with a company collaborating with numerous foreign governments to develop, construct, own, and operate nuclear power facilities. (b) (6)'s compensation will be directly tied to foreign government capital funding the project.

(b) (6)'s request is forwarded for consideration by the Secretary of State. Please notify me of your decision so I may advise him. If you have any questions, please contact me at (b) (6) or (b) (6)@navy.mil.

Sincerely,

(b) (6)

CAPT, JAGC, USN
Legal Counsel

Enclosures: 1. CNP approval memo dated 10 Apr 15
2. (b) (6)'s request
3. Completed Foreign Government Employment Questionnaire w/enclosures
4. Completed and signed SF-312

10 April 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO (b)(6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) (b)(6)'s Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. (b)(6) (Ret) requests permission to enter into a consulting agreement with ACU Strategic Partners, LLC ("ACU"). ACU is a US-based firm pursuing the creation of a consortium for purposes of developing, constructing, owning, and operating nuclear power facilities for electricity production in the Middle East. The bulk of the funding for this venture will come from foreign governments. Exhibit A of the proposed consulting agreement explicitly conditions (b)(6)'s compensation upon ACU's receipt of capital from partnering foreign governments. (b)(6) will not become an employee of a foreign government or ACU, and no foreign government will pay him directly. However, foreign governments will indirectly control ADM Bowman's compensation by providing or withholding the capital supporting ACU's venture. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.
3. This agreement does not involve the possible transfer of technology, therefore reference (c) does not apply, and the Navy International Program Office need not be consulted.
4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO (b) (6), USN (RET.)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: W. J. Moran 4/10/15

Disapproved: _____

20 March 2015

From: (b) (6), US Navy (retired)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire (with Proposed Consulting Agreement)

1. This letter and the enclosed Foreign Government Employment Questionnaire request:

(i) U.S. Government determination that the Proposed Consulting Agreement does not constitute employment by a foreign government; or

(ii) approval by the Secretary of the Navy and Secretary of State for the undersigned to provide services under the Proposed Consulting Agreement pursuant to Section 908 of Title 37 of the U.S. Code (Foreign Government Employment).

2. The Proposed Consulting Agreement, which is attached to the Foreign Government Employment Questionnaire, is between Strategic Decisions LLC and ACU Strategic Partners LLC ("ACU"). Strategic Decisions LLC is a Maryland limited liability company of which I am the sole owner and employee. ACU is a Delaware limited liability company owned only by private persons living in the United States and subject to U.S. jurisdiction and formed, subject to applicable regulatory approvals, to participate in a commercial project involving building of nuclear powered reactors for electricity in certain countries in the Middle East.

3. By way of further background, ACU, together with and through a number of affiliated entities, is pursuing the creation of a consortium for purposes of developing, constructing, owning and operating nuclear power facilities for electricity production in the Middle East and creating a comprehensive and secure nuclear fuel cycle service for those nuclear power facilities (the Project). The overarching goal of the Project is to build nuclear powered reactors in certain countries in the Middle East (countries which are actively seeking nuclear power for electricity) with a secure in-out fuel cycle that would prevent weaponizable material from being produced or kept in that region. The Project has been briefed to several officials within the Department of State, the Department of Defense, the Department of Energy, and to certain members of Congress and their immediate staffs. My expectation and understanding is that ACU is currently pursuing and will continue to pursue this Project in full compliance with the laws of the United States and Delaware.

4. As explained in the attached Questionnaire, I do not seek to be employed by, nor to enter any business relationship directly with, any foreign government or foreign entity. But certain Middle East governments are proposed to provide the bulk of the required Project funding or sufficient collateral for commercial lenders to provide debt financing for the Project funding to the U.S. company to which I would provide the Proposed Services under the Proposed

Consulting Agreement. The Middle East governments that ACU currently is contemplating as potential providers or facilitators of the Project funding include Saudi Arabia, Kuwait, Jordan, Egypt, and the United Arab Emirates.

5. My primary motivation for becoming involved in the Project is the intriguing potential for the Project to strengthen both U.S. national security and Middle East regional security by providing an alternative to nuclear fuel enrichment and reprocessing within this region and thereby reduce the potential for nuclear weapons proliferation in this region. The Proposed Consulting Agreement permits me to terminate my services, and I would intend to do so, if in the future a conflict arises between the Project and U.S. national security interests, if any aspect of the Project violates U.S. law, or if the U.S. Government raises official and binding objection to the Project.

6. I served for over 38 years in the US Navy, from June 6, 1966, until my retirement effective January 1, 2005. The highest security clearance I held during that time was Top Secret. I continue to hold a Top Secret clearance through the National Academy of Sciences in Washington, D.C.

(b) (6)

A large rectangular area of the document has been redacted with a solid grey box. The redaction covers what appears to be a signature.

Admiral, US Navy (retired)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial): (b) (6)

Physical address (include mailing if different): (b) (6)
(b) (6)

Phone: (b) (6)

Email: (b) (6) @earthlink.net

Military Retirement Date (if applicable): 1 JANUARY 2005

Rank/Rate (at retirement): Admiral, US Navy (O10)

SSN (last four digits): (b) (6)

Location of proposed employment: Subject to concurrence or approval by the U.S. Government, I would perform the proposed consulting services from my home office in North Potomac, Maryland, and/or in ad hoc meetings at various locations with ACU Strategic Partners LLC ("ACU" – described further below) and other persons and entities associated with the project. Those meetings could take place in the ACU offices or at any other sites associated with the project.

1. Who is your proposed employer and how are they connected to a foreign government?

The proposed relationship is a consulting agreement (the "Proposed Consulting Agreement" under which the "Proposed Services" would be provided) between Strategic Decisions LLC and ACU Strategic Partners LLC ("ACU"). I have attached a copy of the Proposed Consulting Agreement.

Strategic Decisions LLC is a Maryland limited liability company of which I am the sole owner and employee. ACU is a Delaware limited liability company formed, subject to applicable regulatory approvals, to participate in a commercial project involving building of nuclear powered reactors for electricity in certain countries in the Middle East. This project would incorporate a secure in-out nuclear fuel arrangement in which all enrichment/fuel manufacturing is done outside of the Middle East countries, and all used reactor fuel is securely removed from the Middle East countries. ACU anticipates that major funding for the project will be based upon investments from several foreign governments as discussed below.

OVERVIEW

ACU is a Delaware limited liability company, headquartered at 815 Connecticut Avenue, N.W., Washington, DC 20006.

ACU, through a number of affiliated entities, is pursuing the creation of a consortium for purposes of developing, constructing, owning and operating nuclear power facilities in the Middle East and creating a comprehensive and secure nuclear fuel cycle service. The overarching goal of the project is to build nuclear power reactors for electricity production in the Middle East with a secure in-out fuel cycle that would prevent weaponizable material from being produced or kept in that region.

It is anticipated that several governments of countries in the Middle East region (including Saudi Arabia, Kuwait, Jordan, Egypt, and the United Arab Emirates) will be providing the bulk of the investment capital that will fund the project. This capital is expected to be provided indirectly in the form of collateral that will support loans (lines of credit) from U.S. bank lenders to ACU, or in direct payments to ACU, or in some other funding mechanism to be determined. It is through the provision of this substantial capital support that ACU and thus my retention as a consultant to ACU would be connected to foreign governments.

My primary motivation for becoming involved in the project is the intriguing potential for the project to strengthen both U.S. national security and Middle East regional security by avoiding Middle East countries enriching and reprocessing their nuclear fuel for future nuclear energy generation in their countries. In this regard, my expectation and understanding is that ACU is currently pursuing and will continue to pursue this project in full compliance with the laws of the United States and Delaware. Moreover, the Proposed Consulting Agreement states: "If the U.S. Government raises official and binding objection to the Project, the Consultant will immediately terminate his services by written notice." I would additionally intend to terminate my services if a conflict arises between the project and U.S. national security interests. This project has been briefed to several officials within the Department of State, the Department of Defense, the Department of Energy, and to certain members of Congress and their immediate staffs.

ABOUT ACU AND THE PROPOSED CONSULTING AGREEMENT

1. ACU is a limited liability company formed under the laws of Delaware and headquartered in Washington, D.C. ACU is owned 50% by (b) (5), a U.S. permanent resident alien with UK citizenship, and 50% by (b) (5), a U.S. citizen.
2. ACU certified to me in writing that as of February 28, 2015, it has not received any funding from foreign government sources in any fashion. I am currently providing consulting services to ACU based upon this continued certification. This current relationship will automatically and immediately terminate upon receipt by ACU of any foreign government funding. At that point, any further consulting services would be provided under the Proposed Consulting Agreement (attached), subject to, among other conditions: (i) U.S. Government determination that the Proposed Consulting Agreement does not constitute employment by a foreign government; or (ii) approval by the Secretary of the Navy and Secretary of State to provide services under the Proposed Consulting Agreement pursuant to Section 908 of Title 37 of the U.S. Code (Foreign Government Employment).

3. The proposed future funding plan for the ACU project anticipates that capital may be raised or provided from:
 - a. Non-government owned companies that will be participating in the ACU project ; and
 - b. Indirect funding from one or more of the governments of Kuwait, Saudi Arabia, the UAE, Jordan, or Egypt provided in the form of collateral to serve as a guarantee for debt issued by one or more U.S. banks to ACU; and/or
 - c. Direct funding by those same governments for the lease of plants, equipment, or fuel to build, operate and maintain the nuclear power plants in the region, or some other funding mechanism utilizing foreign government funds.
4. ACU's proposed role in the project is:
 - a. To provide oversight, management, and guidance to the overall project.
 - b. In the initial phase, to build, own, and operate two large U.S. facilities (subject to U.S. regulatory approvals) needed to support the project, one for the manufacturing of heavy nuclear plant parts and the other for enriching and fabricating nuclear fuel for the nuclear power plants through an affiliated corporation named "235 Partners, Inc.", which is organized under the laws of the U.S. and owned and controlled solely by U.S. persons; and
 - c. To own a minority share in the primary project company, designated as International Power Generators ("IPG"), which would be a U.S. company established for the purpose of owning, operating, and maintaining the fleet of reactors that are built in the context of this project.

ABOUT IPG

International Power Generators ("IPG") has been formed but the stock has not yet been issued and the board has not yet been appointed. It is anticipated that it will be owned in minority part by ACU, with the remaining equity shared by a number of foreign governments in which the nuclear power plants would be built, along with private or state-owned companies and/or entities that will be responsible for building, operating and maintaining those plants. As with ACU above, the proposed future funding plan for IPG anticipates that capital may be raised or provided from:

- a. Non-government owned companies that will be participating in the ACU project ; and
- b. Indirect funding from one or more of the governments of Kuwait, Saudi Arabia, the UAE, Jordan, or Egypt provided in the form of collateral to serve as a guarantee for debt issued by one or more U.S. banks to ACU; and/or
- c. Direct funding by those same governments for the lease of plants, equipment, or fuel to build, operate and maintain the nuclear power plants in the region, or some other funding mechanism utilizing foreign government funds.

ABOUT 235 PARTNERS, INC

235 Partners, Inc. is a U.S.-owned and controlled company, established as a Corporation in the State of Delaware, which is designed to support the uranium enrichment and fuel fabrication needs of International Power Generators (IPG). In order to avoid the risk of having enrichment facilities in the Middle East that could make materials which could be used as nuclear weapons, 235 Partners will be responsible for developing and operating an enrichment facility in the United States dedicated to the IPG project that has sufficient capacity to enrich uranium and fabricate fuel to meet the annual needs of the entire IPG fleet of up to 40 nuclear reactors, about 6 - 8 million SWUs per annum. As part of this mission, 235 Partners will pursue gas centrifuge technology to install in the U.S.-based enrichment and fuel fabrication facility. Carrying out this mission will likely require the personnel of 235 Partners to receive appropriate clearances from the U.S. Government for access to classified information. In addition, 235 Partners will be required to support the fuel fabrication requirements for IPG reactors over the entire life of the fleet, which is estimated to be approximately 60 years.

2. What is your proposed job title?

Independent Consultant to ACU. In this capacity, I would provide advice to ACU under a contract with my consulting company, Strategic Decisions LLC, of which I am the sole director and employee. This contract, the Proposed Consulting Agreement, makes clear that I would not be an "employee" of ACU. In this regard, I would (i) be free to work simultaneously for other unrelated entities, (ii) receive no employee benefits such as health benefits, and (iii) be responsible for reporting and paying any of the taxes due on any compensation paid to me by ACU. In addition, all compensation due me from ACU would be paid on a 1099-MISC basis for U.S. tax purposes.

3. What will your job duties involve? If a job description is available, please attach.

My duties would involve providing advice and consultation to ACU as requested by ACU. The description of services I would provide under the Proposed Consulting Agreement (attached) is as follows:

"The Consultant enters into this Agreement as, and will remain throughout the term of the Agreement, an independent contractor. Consultant shall provide advice as requested from time to time by ACU regarding nuclear power operations, nonproliferation, and nuclear management policy matters that may affect the Project and provide liaison with US nuclear industry representatives as may be requested from time to time by ACU and shall participate in meetings as reasonably requested from time to time by ACU, subject to

Consultant's availability (the "Services"). The Consultant and Company agree that Consultant is not and will not become, and neither the Company nor Consultant shall claim or represent Consultant to be, an employee, partner, agent, member, or principal of the Company or any affiliate of the Company while this Agreement is in effect. The Company agrees that Consultant shall provide these Services solely to the Company and at the request of the Company and that it shall not ask Consultant to provide consulting services to any foreign governments or their representatives under the terms of this contract. Further, Consultant will not provide consulting services to foreign governments nor their representatives."

- 4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

I will be paid. I am to receive a monthly consulting fee that is still under discussion, but which I expect to be a fixed monthly fee of approximately \$(b) (6) plus reimbursement for expenses as described in the attached draft consulting agreement. My level of pay will not be determined or affected by any foreign government, but funding for ACU and the Project is expected to depend on foreign government funding as discussed above.

- 5. Are you a U.S. citizen?**

I am a U.S. citizen and fully intend that I shall always remain so. I served over 38 years in the United States Navy and was honorably retired with an effective date of 1 January 2005.

- 6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

Absolutely not, nor would I execute an oath of allegiance to any other government in any context, nor will I alter my U.S. citizenship status or seek to obtain foreign citizenship.

- 7. What is the highest U.S. security clearance that you have held?**

Top Secret.

- 8. What is the highest level of classified material to which you have been granted access?**

Top Secret.

- 9. Have you had access to Special Access Programs?**

Yes.

- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain.**

I do not anticipate working with classified information in the execution of my direct consulting duties with ACU. However, ACU may request that I participate in meetings of 235 Partners or project reviews in which classified information is discussed (for example, dealing with enrichment/centrifuge technology) which would require my currently held security clearance.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

As an Admiral in the Navy and while assigned duties in 1992-1994 on the Joint Staff (Director of Political/Military Affairs in DJS), I worked on matters involving U.S. military policy for many countries, including all of the foreign countries that may ultimately provide funding for the project that is the subject of the Proposed Services (Saudi Arabia, Kuwait, UAE, Jordan, and Egypt). I did not, however, work on issues of civilian nuclear power involving these countries as part of my uniformed service duties.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

In my capacity as a Naval Officer, I held positions that dealt with naval nuclear power issues, some of which may be relevant to the project that is the subject of my proposed consulting services with ACU. Specifically, I was a member of the nuclear-powered US Navy for all my over 38 years of active service. I concluded my service as Director, US Navy Nuclear Propulsion (Naval Reactors), serving for over 8 years in this position. I have discussed my potential consultancy with the current Director of US Navy Nuclear Propulsion, Admiral John Richardson.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes. During my naval career I had access to technical data related to defense articles. As indicated in response to the question in paragraph 3 above, the Proposed Services include my consulting on nuclear power operations, non-proliferation, and nuclear management policy matters and providing liaison with US nuclear industry representatives, which would not involve my sharing any classified or controlled technical data but my understanding of such technical data and how it is and could be used may inform my consulting services. To be clear, the Proposed Services do not involve technical support regarding the design, development, production, or manufacture of defense articles, nor would I be responsible for or participate in the export of any such information.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government(s) if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (5)



Signature

9 April 2015
Date

International Power Generators

Stockholders

■ 20%

ACU



US Team

■ 20%

ROSATOM



■ 20%

Saudi



■ 40%

UAE
Kuwait
Egypt
Jordan

Owners/Operators

30 large Reactors ME

CONSULTING AGREEMENT

This **Consulting Agreement** ("Agreement") is entered into as of November __, 2014 (the "Effective Date") by and between ACU Strategic Partners, LLC, a Delaware limited liability company ("ACU" or the "Company"), and (b) (6) (the "Consultant").

Recitals

1. Consultant has substantial experience and expertise regarding nonproliferation issues and issues relating to the development of nuclear power and wishes to provide consulting services to ACU in conjunction with the Project (as hereinafter defined).

2. ACU is pursuing the creation of a consortium for purposes of developing, constructing, owning and operating nuclear power facilities in the Middle East and creating a comprehensive, once-through nuclear fuel cycle service offering, exclusive to those facilities, to provide for the leasing, removal, interim storage and disposition of spent nuclear fuel (the "Project").

3. ACU anticipates that funding initially will be made available for the Project in an amount of not less than \$9 Billion for the development of manufacturing, enrichment and fuel fabrication facilities in the United States; creation, development and funding of nuclear industry construction capabilities in the Middle East; the further development and marketing of the Project and the consortium and working capital ("Phase 1").

4. ACU further anticipates that the Project subsequently will be funded in full by (b) (4), (b) (6) being made available for the construction of the nuclear power facilities and the development of the fuel cycle service offering ("Phase 2").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Consultant agree as follows:

1. SERVICES

1.1 Independent Contractor. The Consultant enters into this Agreement as, and will remain throughout the term of the Agreement, an independent contractor. Consultant shall provide advice as requested from time to time by ACU regarding nonproliferation and related policy matters that may affect the Project and provide introductions to policy, political, commercial and diplomatic leaders and others as may be requested from time to time by ACU and shall participate in meetings as reasonably requested from time to time by ACU, subject to Consultant's availability (the "Services"). The Consultant agrees that he is not and will not become, and shall not claim or represent to be, an employee, partner, agent, or principal of the Company or any affiliate of the Company while this Agreement is in effect.

1.2 Taxes. The Consultant will be solely responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation and expenses paid by the Company to the Consultant for Services under this Agreement.

1.3 Nonexclusivity. The Company may, in its sole discretion, engage any third party or parties to provide services to the Company or any Company Affiliate that are the same, similar or different from the Services, without obligation or liability therefore or in connection therewith to the Consultant. The Consultant may in his sole discretion, provide consulting services to any entity that is the same as or similar to those provided to the Company provided, however, that Consultant shall not during the term hereof provide similar services to any entity pursuing projects in the same geographic region and industry and with the same goal of developing nuclear power generation facilities and a non-proliferation fuel cycle as being pursued by the Project without the prior written consent of the Company.

2. COMPENSATION

2.1 Compensation. As compensation for the Consultant's performance of Services hereunder, the Company shall pay the Consultant such compensation as is expressly set forth in Exhibit A hereto (the "Compensation"). The Compensation payable and due under this Section 2.1 and Exhibit A shall be the sole payments and value to which the Consultant is entitled in consideration for any performance or provision of Services under this Agreement.

2.2 Expenses. The Company will reimburse the Consultant for all reasonable and necessary out-of-pocket expenses actually incurred by the Consultant in performing the Services under this Agreement ("Expenses"). The Consultant and the Company agree that all travel and accommodation expenses are reimbursable as Expenses only if such travel and stay are necessary and reasonable for performing the Services hereunder and have been approved in advance by the Company. As a prerequisite for reimbursement of any Expenses, the Consultant will provide the Company with a report of all Expenses submitted for reimbursement stating the time, place and cause for each individual Expense as well as copies of receipts for all individual expenses in excess of twenty-five U.S. Dollars (US\$25.00) ("Expense Report"). The Consultant must seek pre-approval from the Company before incurring an expense in excess of five hundred U.S. Dollars (US\$500.00). The Consultant will submit the Expense Report with his monthly billing and the Company shall reimburse Expenses along with its payment of monthly compensation on a monthly basis.

3. TERM AND TERMINATION

3.1 Initial and Renewal Terms. This Agreement will become effective on the Effective Date and, unless terminated pursuant to Sections 3.2 or 3.3 of this Agreement, will expire on December 31, 2015 (the "Initial Term") provided, however, that if Phase 1 is fully funded during the Initial Term, the term of this Agreement shall automatically be extended for an additional period of 36 months from the date funding of Phase 1 is received by ACU (the "Phase 1 Term"). At the end of the Initial Term, this Agreement, unless extended in accordance with the preceding sentence or terminated by Section 3.2, will continue in force for successive periods of one year unless terminated by either party with written notice given not less than 30 days prior to the end of any such period.

3.2 Termination. After the end of the Initial Term, this Agreement may be terminated by either party in its sole discretion, with or without cause, by providing the other party with 30 days' advance written notice of termination; provided no such termination may be effected during the Phase 1 Term.

3.3 Termination for Breach. Either party may terminate this Agreement by giving written notification to the other party in the event such other party materially breaches this Agreement. Failure by the Consultant to provide the Services as reasonably requested from time to time by the Company shall constitute a breach of this Agreement. Any termination of this Agreement pursuant to this Section 3.3 will take effect if, after thirty (30) days of such written notification, such breach is not cured.

3.4 Consequences of Termination or Expiration. Upon the termination or expiration of this Agreement:

- (a) the Company shall cease to be obligated to pay the Consultant any Compensation or reimburse any Expenses incurred after the effective date of such termination or expiration but shall be obligated to pay Compensation accrued or payable with respect to Services provided prior to the effective date of such termination, provided, however, that if this Agreement is terminated as a result of the Company's breach, the Consultant shall be entitled to Compensation under Section 2.1 and Exhibit A through the balance of the Initial Term or Phase I Term, as applicable, as may have been extended in accordance with Section 3.1; and
- (b) the Consultant shall promptly deliver to the Company all Proprietary Information and all documents, data and information whatsoever of any kind related to any Invention and Work and/or any Company Property (each as defined in Section 4) in the Consultant's direct or indirect possession or control, and irretrievably delete all copies and manifestations of such Proprietary Information, documents, data and information remaining in Consultant's direct or indirect possession after such delivery to the Company.

4. CONFIDENTIALITY

4.1 Nondisclosure. The Consultant shall not, during the term of this Agreement or at any time after the termination or expiration of this Agreement, provide to others or use for the Consultant's own benefit or for the benefit of another any information relating to the business plans, structures or strategies of ACU or any aspect of the Project, its development, Plan, structure or potential partners, and/or any and all customers and business operations and activities of the Company and/or any Company Affiliate (collectively, "Proprietary Information"), except that the Consultant may use Proprietary Information during the term of this Agreement to the extent necessary for the Consultant to perform the Consultant's obligations hereunder. The Consultant shall not disclose, during the term of this Agreement or at any time after the termination or expiration of this Agreement, any Proprietary Information to any third party other than the Consultant's attorneys, accountants or advisors ("Representatives") on a need-to-know basis, except (i) if and to the extent expressly authorized by the Company in advance, or (ii) if and to the extent such Proprietary Information is available to the general public when such Proprietary Information is provided to the Consultant by the Company or becomes available thereafter through no breach of the Consultant's confidentiality or non-disclosure obligations, or (iii) if and to the extent Consultant is forced to disclose such Proprietary Information on the basis of compulsory legal provisions or by order of a competent governmental authority, yet only after Consultant, prior to any such disclosure, notified the Company of the impending disclosure obligation and thereby enabled the Company to file an

objection against the impending disclosure obligation. The Consultant shall be responsible for any breach of this Agreement by any of his Representatives.

5. GENERAL PROVISIONS

5.1 Notices. Notices, invoices, communications and payments shall be submitted to the offices identified below. Contractual notices and communications hereunder shall be deemed made as of the date of delivery, if given by overnight courier service. Notices sent by registered or certified mail, postage prepaid, and addressed to the party to receive such notice of communication at the address given below, or such other address as may hereafter be designated by notice in writing, shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

If to the Company:

(b) (6)

Attn: (b) (6)

If to the Consultant:

5.2 Assignment. Neither this Agreement nor rights hereunder may be assigned and no duties or obligations under this Agreement may be delegated by either party, without the prior written consent of the other.

5.3 Waiver. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of each party.

5.4 Amendment. This Agreement or any of its terms, provisions or conditions may be extended, renewed, varied, modified or otherwise amended at any time only by a writing signed by duly authorized representative of the Company and by the Consultant.

5.5 Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

5.6 Counterparts. This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.7 Compliance with Law. The Consultant shall perform all obligations and carry out any activities under or in connection with this Agreement at the Consultant's own cost and expense (except solely as expressly provided otherwise in Section 2.2 of this Agreement) in accordance with all applicable laws. The parties further agree that they both will adhere to and comply with all applicable U.S. and non-U.S. laws, including but not limited to anti-bribery measures such as the U.S. Foreign Corrupt Practices Act (the "FCPA"), and will not give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence. Failure to comply with the provisions of all such laws,

including but not limited to the FCPA, may result in immediate termination of this Agreement by the Company or the Consultant.

5.8 Entire Agreement. This Agreement, together with Exhibit A supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Services described in this Agreement hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which are not contained herein shall be valid or binding.

5.9 Governing Law. This Agreement is governed and construed in accordance with applicable federal law of the United States of America and the law of the District of Columbia, United States of America, without consideration of any conflict of laws that result in the application of the law of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as:

ACU Strategic Partners, LLC

By: _____
Name: _____
Title: _____

Consultant

(b) (6) _____

Exhibit A

Compensation

\$(b) (4) per month for a period of 36 months payable not later than the 15th day of each subsequent month commencing on the first day of the calendar month following receipt by the Company of not less than \$(b) (6) funding for Phase 1.

A Success Fee will be paid to Consultant in the event funding for Phase 2 of not less than \$(b) (6) is realized during the Initial Term or the Phase 1 Term. The Success Fee will be equal to \$(b) (6) for each nuclear power generating facility to be built in conjunction with the Project and fully funded at the commencement of Phase 2. Such Success Fee will be paid within 30 days of receipt by the Company of a commission with respect to any binding agreement for the development of reactors for the Project.



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November 21, 2014

Via Email: (b) (6) @earthlink.net

(b) (6), (USN - retired)

Re: ACU Strategic Partners, LLC ("ACU")

Dear Admiral Bowman:

This letter is confirm the substance of our discussion following our meetings on Thursday November 20, 2014 with several of the officers, directors, advisors and counsel to ACU Strategic Partners, LLC ("ACU"). Based on the information provided by (b) (6), CEO of ACU, and his lawyer, (b) (6) of Baker MacKenzie, I conclude that by serving as an advisor or consultant to ACU you would not run afoul the Emoluments Clause of the U.S. Constitution nor be subject to the registration requirements of the Foreign Agents Registration Act for the reasons set forth in greater detail below. Moreover, I conclude that you also would not run afoul these provisions of U.S. law by reason of serving as a director on the board of ACU so long as the compensation for such service was paid by ACU and ACU remained an independent U.S. entity not owned or controlled by any of the foreign entities with which it proposes to enter into transactions in the context of the International Power Generators proposed project.

Summary of the Facts

- ACU Strategic Partners, LLC ("ACU") is a limited liability company organized under the laws of the United States. A majority of the board of directors are U.S. citizens.
- ACU proposes to enter into contracts with a number of foreign entities, all of which would also own shares in the proposed entity now called International Power Generators (IPG). The proposed shareholders of IPG are outlined in the attached diagram entitled International Power Generators Stockholders. The details of ownership and control over IPG have not been fully set out as yet but regardless of how much voting control any shareholder is allowed to exercise over IPG, ACU would remain independent. At present, the proposal for IPG is that each of the major shareholders would have a veto power over any changes to the balance of control or management of the project, i.e., IPG would operate by consensus.

- ACU proposes to raise funds for its operations and participation in the IPG project by securing a commitment of security from one or more foreign entities that may include sovereign governments in the Persian Gulf region. This security would be used to secure a loan from private bankers and the proceeds of the loan would be used to pay for the operations of ACU (per our discussion on November 20, 2014 with (b) (6) of Baker MacKenzie).
- ACU proposes to compensate (b) (6) as a consultant providing advice and knowledge regarding the proposed project by IPG in which ACU would invest and become a shareholder.

Discussion

The discussion below outlines the basis of my conclusion that the proposed ACU consulting arrangement for you would not run afoul the Emoluments Clause nor would it constitute a registrable event under the Foreign Agents Registration Act.

The Foreign Emoluments clause of the Constitution (U.S. CONSTITUTION, Article I, Section 9, clause 8) (Emoluments Clause) states in relevant part:

“[N]o person holding any office of profit or trust under them, shall, without the consent of the Congress, accept of any present, emolument, office, or title, of any kind whatever, from any king, prince, or foreign state.”

This clause has been interpreted to include persons who receive pensions or retirement compensation from the U.S. government and the term “emolument” has been interpreted to include payment of any kind, whether in currency, gifts of real or personal property, or future interests in real or personal property. Being paid for consulting services to ACU, however, does not constitute “accept[ance]” of an emolument from “any king, prince, or foreign state” regardless of the fact that ACU may be operating on monies that are the proceed of a loan secured by property offered as security by a foreign state. The rationale for this is based upon the very real distinction of receiving payments from a U.S. company that operates under U.S. law and is governed by a board of directors, the majority of which are U.S. citizens. Even having a chief executive officer or chairman of the board who holds a foreign citizenship would not overcome the independence of ACU from the foreign state or states that put up the security for the loan. This assumes that ACU is not now operating as a “shell” U.S. company to do the bidding of the foreign state(s) that are grantor(s) of the security. Given that one of the principal purposes of the ACU is to serve as a U.S. entity that reflects the interests of the United States in the context of the IPG project, this assumption appears valid now and likely to be valid for the duration of this project. Therefore, I conclude that you will not run afoul the emoluments clause by reason of entering into the proposed consulting agreement with ACU.

ACU Consulting Agreement
November 21 2014

The Foreign Agents Registration Act (FARA) (22 U.S.C. 611 *et seq.*) was enacted in 1938 and requires public disclosure through a formal filing with the Justice by all persons acting as agents of foreign principals in a political or quasi-political capacity. The specific language of the Act is:

"any person who acts as an agent, representative, employee, or servant, or any person who acts in any other capacity at the order, request, or under the direction or control of a foreign principal."

22 U.S.C. § 611(c) (1976)

Importantly, the U.S. Court of Appeals for the Second Circuit expanded the interpretation of what constitutes an agency relationship within the meaning of FARA when it held that there was an agency relationship between the U.S. fundraising group Irish Northern Aid Committee and the Irish Republican Army (*Irish Northern Aid Committee (INAC)*; decision regarding use of "or" vs. "and" meaning control is not needed). Prior to *INAC* only those who had a legally binding agency relationship with their foreign principals were required to register as agents under FARA.

Under FARA the disclosure must be made periodically and must include descriptions of their relationship with the foreign principal, as well as activities, receipts and disbursements in support of those activities in order to facilitate evaluation by the government and the American people of the statements and activities of such persons in light of their function as foreign agents. There are exceptions for foreign diplomats and other government officials but FARA generally applies to all citizens and non-citizens spending time in the United States. The FARA Registration Unit of the Counterespionage Section (CES) in the National Security Division (NSD) of the Justice Department is responsible for the administration and enforcement of the Act.

The determination of whether one is subject to the FARA turns on issues of control and whether one is acting specifically for a foreign entity. A person in the U.S. who vociferously supports a foreign entity may be doing so on intellectual or scientific grounds and not therefore be subject to the registration requirements of FARA. As noted above, one need not, however, be in a legally binding agency relationship with the foreign entity for one's activities to be registrable under the Act.

In the case of ACU, the company is organized to represent the U.S. interests in a multinational project organized around the separate entity designated as IPG, which would be owned by multiple parties, some of which would be U.S., others foreign private entities and foreign sovereign entities. ACU is intended to be an independent member of the IPG consortium carrying the U.S. interests, not an entity representing or in an agency relationship on behalf of the IPG consortium or any of its other members. In addition, the proposed consulting arrangement between ACU and you, Admiral, does not contemplate that you would undertake any activities on behalf of any foreign principal whether or not that principal is a part of the proposed consortium. Therefore, I conclude that as proposed, the consulting arrangement would not give rise to a registrable act under FARA.

ACU Consulting Agreement
November 21 2014

If you have any questions regarding the above discussion or any related issues, I would be pleased to respond.

Best regards,

(b) (5)

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT**AN AGREEMENT BETWEEN****(b) (5)****AND THE UNITED STATES***(Name of individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8-H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 - section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 10 Dec 2014	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
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ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Strategic Decisions, LLC
13614 QUARRY MILL ROAD
NORTH POTOMAC, MD 20878

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIG (b) (6)	SIGNATURE
DATE 12/16/14	DATE
NAME AND ADDRESS (Type or print) (b) (6)	NAME AND ADDRESS (Type or print)
701 S. Courthouse Rd Arlington, VA 20124	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 10 Dec 2014
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b) (6)

CDR USN DCNO N1 (USA)

From: (b) (6) CAPT CNP/N1, N00L
Sent: Monday, June 15, 2015 5:40 AM
To: (b) (6) LCDR OPNAV N1, N00L; (b) (6) LCDR OJAG, OJAG
Subject: CODE 13
For your meeting with DOS

(b) (6)

Forwarding the note below to ensure you have it when you meet with State Dept this week. Please send (b) (6) an update after the meeting.

Thanks!

R/

(b) (6)

-----Original Message-----

From: (b) (6) [mailto:(b) (6)@earthlink.net]
Sent: Wednesday, May 20, 2015 1:42 PM
To: (b) (6) CDR OPNAV, N00L
Cc: (b) (6) CAPT CNP/N1, N00L
Subject: RE: FOREIGN GOVERNMENT(S) EMPLOYMENT REQUEST

Hello (b) (6),

In the continuing saga, I just spent 1 1/2 hours with Ambassador David Thorne, Special Assistant to Secretary of State John Kerry, briefing him on the project. The discussion went well, and my sense is that it was well received. Ambassador Thorne indicated he would take a short version to Kerry soon. Perhaps the State folks handling my request would be interested.

(b) (6)

-----Original Message-----

From: (b) (6) CDR OPNAV, N00L [mailto:(b) (6)@navy.mil]
Sent: Monday, May 18, 2015 1:53 PM
To: (b) (6)
Subject: RE: FOREIGN GOVERNMENT(S) EMPLOYMENT REQUEST

Admiral,

I have received some feedback about your foreign government employment request and respectfully recommend we have a phone conversation.

I would be glad to call you at your convenience, or you can reach me at my desk at (b) (6). Thank you, sir.

Very respectfully,

(b) (6)

(b) (6)

CDR, JAGC, USN
Deputy Staff Judge Advocate
Office of Legal Counsel for the Chief of Naval Personnel (N00L) Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
(b) (6)
(b) (6) @navy.mil

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-----Original Message-----

From: (b) (6) [mailto:(b) (6) @earthlink.net]
Sent: Tuesday, May 05, 2015 5:14 PM
To: (b) (6) CDR OPNAV, N00L
Cc: (b) (6) CAPT CNP/N1, N00L; (b) (6) (b) (6)
Subject: RE: FOREIGN GOVERNMENT(S) EMPLOYMENT REQUEST

Thank you very much for checking, (b) (6). Things appear to be moving fast, but I am assured there is definitely no foreign government money involved to date.

(b) (6)

-----Original Message-----

From: (b) (6) CDR OPNAV, N00L [mailto:(b) (6) @navy.mil]
Sent: Tuesday, May 05, 2015 4:25 PM
To: (b) (6)
Cc: (b) (6) CAPT CNP/N1, N00L
Subject: RE: FOREIGN GOVERNMENT(S) EMPLOYMENT REQUEST

Admiral,

I have spoken to the State Department about your foreign government employment request. They are actively working your request, but my point of contact was reluctant to speculate as to a timeline. I will continue to follow up and let you know what I learn.

Very respectfully,

(b) (6)

(b) (6)
CDR, JAGC, USN
Deputy Staff Judge Advocate
Office of Legal Counsel for the Chief of Naval Personnel (N00L) Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
(b) (6)
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THE DEPUTY UNDER SECRETARY OF THE NAVY
WASHINGTON DC 20350-1000

15 July 2015

(b) (6)

Deputy Director, International Security Operations
Bureau of Political-Military Affairs
U.S. Department of State
Washington, DC 20520

Dear (b) (6) :

Thank you for your letter 8 July 2015 regarding the Foreign Government Employment (FGE) request for (b) (6) USN (Ret.). After consulting with the Office of the Secretary of Defense, the Department of the Navy has confirmed that the Department of Defense (DoD) has no policy position at this time on ACU's proposal to collaborate with numerous foreign governments to develop, construct, own and operate civilian nuclear power facilities. As ACU's proposal is a commercial non-military venture, it would be inappropriate for DoD to opine upon the venture at this time, as it is subject to policy and regulatory authority outside of DoD. We believe that your substantive questions would be most appropriately addressed by relevant stakeholders within the Departments of State and Energy.

(b) (5)

(b) (6)'s consulting agreement does not involve the transfer of technology, and is limited to the provision of advice on non-proliferation and related policy matters associated with the project. Furthermore, per the proposed consulting agreement, he is not and will not become, and shall not claim or represent to be, an employee, partner, agent, or principal of ACU or any affiliate of ACU while this agreement is in effect. The agreement also stipulates the requirement for all parties to comply with all applicable U.S. laws. Therefore, utilizing the criteria established by the Secretary of the Navy, in furtherance of the authority vested in him by statute, it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

I look forward to your timely determination on (b) (6)'s FGE request. If we can be of any further assistance to you, please do not hesitate to contact LCDR (b) (6), JAGC, at (b) (6) or (b) (6) @navy.mil.

Sincerely,

(b) (6)

Director for International Affairs